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Jc136 U.S. PT. 09/208 191 12/09/98

MEAL 12/9/98

To the Honorable Commissioner of Patents a
Please record the attached original document.

1. Name of conveying party(ies):

Jack Herbert Hollister
Mark Steven Zediker

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

McDonnell Douglas Corporation
P. O. Box 516
St. Louis, Missouri 63166-0516

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

 Assignment
 Merger
 Security Agreement
 Change of Name
 Other _____
Execution Date: November 25 and 30, 1998

4. Application No. _____ Patent No. _____

If this document is being filed together with a new application, the execution date of the application is: November 25 and 30, 1998

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Guy R. Gosnell, Esq.
ALSTON & BIRD LLP
P. O. Drawer 34009
Charlotte, NC 28234-4009

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

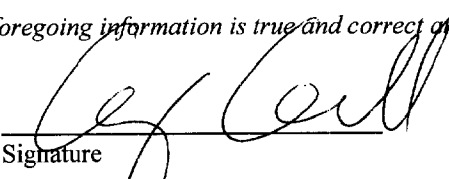
8. Deposit account number: 16-0605

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9. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Guy R. Gosnell, Esq., Reg. No. 34,610
Name of Person Signing


Signature

12/9/98
Date

Total number of pages including cover sheet, attachments and document: 4

ASSIGNMENT

THIS ASSIGNMENT, made by us, Jack Herbert Hollister, citizen of the United States of America, residing at Chesterfield, St. Louis County, Missouri and Mark Steven Zediker, citizen of the United States of America, residing at Florissant, St. Louis County, St. Louis, respectively;

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in **MODULARIZED FIBER OPTIC LASER SYSTEM AND ASSOCIATED OPTICAL AMPLIFICATION MODULES** for which an application for United States Letters Patent has been executed by us concurrently herewith, and

WHEREAS, McDonnell Douglass Corporation, a Maryland corporation having a principal place of business at St. Louis County, Missouri, hereinafter referred to as assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

We hereby request that said Letters Patent be issued in accordance with this assignment.

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to bind our heirs, legal representatives, and assigns promptly to communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 25th day of November, 1998.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 30th day of November, 1998.



(SEAL)
Jack Herbert Hollister



(SEAL)
Mark Steven Zediker

STATE OF Missouri)
) SS:
COUNTY OF St. Louis)

Before me personally appeared Jack Herbert Hollister, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this 25th day of November, 1998.

Nancy M. Huelskamp
Notary Public

SEAL

NANCY M. HUELSKAMP
Notary Public - Notary Seal
STATE OF MISSOURI, ST. LOUIS COUNTY
My Commission Expires: Dec. 13, 2000

My Commission Expires: _____

STATE OF Missouri)
) SS:
COUNTY OF St. Louis)

Before me personally appeared Mark Steven Zediker, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this 30th day of November, 1998.

Nancy M. Huelskamp
Notary Public

SEAL

NANCY M. HUELSKAMP
Notary Public - Notary Seal
STATE OF MISSOURI, ST. LOUIS COUNTY
My Commission Expires: Dec. 13, 2000

My Commission Expires: _____

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