

11-31-98

RECORDATION COVER SHEET
FOR ASSIGNMENT OF PATENT

JCS 11 U.S. PTO
09/224636
12/31/98

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are follows:

1 Assignors:

01-22-1999

Robert T. Weverka
2322 Hacienda Street
San Mateo, CA 94403



100946500

2 Assignee:

Optical Networks, Inc.
166-B Baypointe Parkway
San Jose, CA 95134

3 Execution Date of Assignment of Entire Interest in Patent Application: **28 December 1998**

4 Execution Date of Declaration for Patent Application: **22 December 1998**

4A. Patent Application No.:

4B. Patent Number:

5. Correspondence address: Marek Alboszta
LUMEN
426 Lowell Avenue
Palo Alto, CA 94301

6 Total Number of applications and Patents involved: 1

7 Total fee (37 CFR 3.41): \$40

8 Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct, and any attached copy is a true copy of the original document.

Marek Alboszta
Reg. No. 39,894

Date: 30 Dec 98
telephone: (650) 321-6630

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

01/15/1999 KIMBLING 00000032 09224636 40.00 UP
02 FC:501

ASSIGNMENT

THIS ASSIGNMENT, by

ROBERT T. WEVERKA

(hereinafter referred to as the Assignor), residing at **San Mateo, California** witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in

FIBER OPTIC INTERFEROMETER BASED SWITCH

for which application for Letters Patent has been executed on Dec 22, 1975, and is attached hereto.

WHEREAS,

Optical Networks, Inc.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **CALIFORNIA, SAN JOSE, CALIFORNIA 95134**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under: said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoof to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.
2. Said Assignor hereby warrants and represents that, at the time of execution and delivery of these presents, said Assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same has not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignor hereby covenants and agrees to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignor in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or

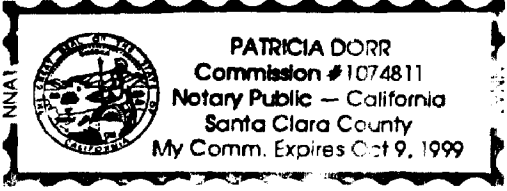
Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.

5. Said Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignor has executed and delivered this instrument on the date noted below.

Date: December 28, 1998 Robert T. Weverka
Robert T. Weverka
State: CALIF County: SANTA CLARA
Subscribed and sworn to before me on this 28th day of DECEMBER, 1998



Patricia Dorr
Notary Public

JURAT

State of CALIF
County of SANTA CLARA } SS

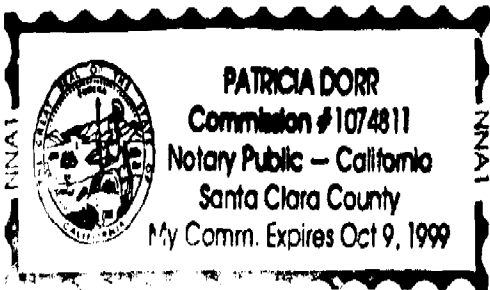
Subscribed and sworn to (or affirmed) before me

this 28th day of DECEMBER, 1998, by
Date Month Year

(1) ROBERT T. WEIERKA
Name of Signer

(2) _____
Name of Signer

Patricia Dorr
Signature of Notary Public



OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ASSIGNMENT

Document Date: Dec 28, 1998 Number of Pages: 2

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here