

02-04-1999

OMB No. 0651-0011 (exp. 4/94)



To the Honorable Commissioner of Patents

100957668

and original documents or copy thereof

1. Name of conveying party(ies):

General Instrument Corporation

*MD 2-1-99*

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

2. Name and address of receiving party(ies)

Name: General Instrument Equity Corporation

Internal Address: \_\_\_\_\_

Street Address: 1105 North Market St.

Suite 1300

City: Wilmington State: DE Zip: 19801

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other See Schedule A Attached.

Execution Date: January 25, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

See Attached Schedule B.

02/04/1999 930915 0000036 5107360

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Additional numbers attached? ☒ Yes ☐ No

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

Name: Marilou E. Watson, Esquire

Internal Address: Volpe and Koenig, P.C.

400 One Penn Center

Street Address: 1617 John F. Kennedy Blvd.

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and patents involved: 27

7. Total fee (37 CFR 3.41).....\$ 1,080.00

☒ Enclosed

☒ Authorized to charge any underpayment or credit any overpayment to deposit account

8. Deposit account number:

22-0493. Our Order No. is 962

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*

Marilou E. Watson

Name of Person Signing

*Marilou E. Watson*  
Signature

1/28/99  
Date

Reg. No. 42,213 Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 9731 FRAME: 0359

**2. Name and Address of (additional) receiving party(ies):**

Ciena Corporation  
920 Elkridge Landing Road  
Linthicum, MD 21090

## **Schedule A**

### **3. Nature of conveyance:**

Confirmation of prior assignment of Assignor's one-half interest in the patents listed on Schedule B to Ciena Corporation and assignment of Assignor's remaining one-half interest in the patents listed on the attached Schedule B to General Instrument Equity Corporation.

## Schedule B

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## ASSIGNMENT

WHEREAS, Ciena Corporation is a Delaware corporation having its principal place of business at 920 Elkridge Landing Road, Linthicum, Maryland 21090;

WHEREAS, General Instrument Corporation (GIC-1) was incorporated as a Delaware corporation on June 12, 1967;

WHEREAS, FLGI Acquisition Corporation, a Delaware corporation incorporated on June 19, 1990, merged with and into General Instrument Corporation (GIC-1) on August 22, 1990, with General Instrument Corporation (GIC-1) being the surviving corporation;

WHEREAS, General Instrument Corporation (GIC-1) by name change on March 26, 1992 became known as GI Corporation;

WHEREAS, GI Corporation by name change on July 22, 1993 became known as General Instrument Corporation of Delaware;

WHEREAS, General Instrument Corporation of Delaware assigned an undivided 50% right, title and interest to Ciena Corporation in the letters patent (hereinafter, "the Patents") set forth in Exhibit A, as part of a Co-Ownership Agreement dated March 4, 1997;

WHEREAS, FLGI Holding Corporation was incorporated as a Delaware corporation on June 28, 1990;

WHEREAS, FLGI Holding Corporation by name change on March 30, 1992 became known as General Instrument Corporation (GIC-2);

WHEREAS, General Instrument Corporation of Delaware merged with and into General Instrument Corporation (GIC-2) on July 25, 1997, with General Instrument Corporation (GIC-2) being the surviving corporation;

WHEREAS, General Instrument Corporation (GIC-2) by name change on July 25, 1997 became known as General Semiconductor, Inc.;

WHEREAS, NextLevel Systems of Delaware, Inc. was incorporated as a Delaware corporation on January 6, 1997;

WHEREAS, NextLevel Systems of Delaware, Inc. by name change on January 17, 1997 became known as NextLevel Systems, Inc.;

WHEREAS, General Instrument Corporation (GIC-3) was incorporated as a Delaware corporation on October 3, 1997, as a wholly-owned subsidiary of NextLevel Systems, Inc., with all of the outstanding shares of stock owned by NextLevel Systems, Inc.;

WHEREAS, General Instrument Corporation (GIC-3) merged with and into NextLevel Systems, Inc. on February 2, 1998, with NextLevel Systems, Inc. being the surviving corporation which, upon the merger becoming effective, changed its name to General Instrument Corporation (GIC-4);

WHEREAS, General Instrument Corporation (GIC-4) ("ASSIGNOR"), is a Delaware corporation, having its principal place of business at 101 Tournament Drive, Horsham, Pennsylvania 19044;

WHEREAS, General Instrument Equity Corporation ("ASSIGNEE") was incorporated as a Delaware corporation on June 9, 1998 as a wholly-owned subsidiary of ASSIGNOR, having its principal place of business at 1105 North Market Street, Suite 1300, Wilmington, Delaware 19801;

WHEREAS, ASSIGNOR transferred its remaining undivided 50% right, title, and interest in the Patents to ASSIGNEE as part of a Subscription Agreement dated June 9, 1998;

WHEREAS, the official record reflects that ASSIGNOR is the owner of the entire right, title and interest in the Patents;

WHEREAS, ASSIGNOR is desirous of confirming ASSIGNOR's March 4, 1997 assignment of an undivided 50% right, title and interest in the Patents to Ciena Corporation, and subsequent June 9, 1998 assignment of ASSIGNOR's remaining undivided 50% right, title and interest in the Patents to ASSIGNEE; and

WHEREAS, ASSIGNOR deems the recordation of the transfer achieved by the Subscription Agreement to be sufficient consideration for the execution of this Assignment;

NOW, THEREFORE, in consideration thereof and good and valuable prior consideration, the receipt of which is hereby acknowledged by the undersigned, and the parties' mutual desire to remove any cloud on the title to the Patents, the undersigned, intending to be legally bound, does hereby confirm that ASSIGNOR did (sell, assign and transfer) to Ciena Corporation an undivided 50% right, title and interest in the Patents and ASSIGNOR subsequently did (sell, assign, transfer and quitclaim) to the ASSIGNEE and ASSIGNEE's legal representatives its remaining 50% right, title and interest therein as may have been vested in ASSIGNOR including, but not limited to, the right to claim priority under statute, regulation, treaty or the Paris Convention, and in all reissues or reexaminations thereof, throughout the world together with all claims for damages by reason of any past, present or future infringement of the Patents.

In the event that any incident of ownership concerning the Patents may be deemed at any future date to have not been assigned

to ASSIGNEE or to Ciena Corporation, and to still be vested in ASSIGNOR or its predecessors, ASSIGNOR does hereby sell, assign, transfer and quitclaim to the ASSIGNEE and ASSIGNEE's legal representatives any rights as may be determined to be a remaining right, title or interest in and to the Patents including, but not limited to, the right to claim priority under statute, regulation, treaty or the Paris Convention, and in all reissues or reexaminations thereof, throughout the world together with all claims for damages by reason of any past, present or future infringement of the Patents.

It is agreed that the undersigned shall be legally bound, upon request of the ASSIGNEE, to supply all information and evidence relating to the making and practice of an assigned invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent an assigned invention throughout the world for the benefit of the ASSIGNEE, and to execute all instruments proper to carry out the intent of this instrument.

The undersigned warrants that the rights and property herein conveyed are free and clear of any encumbrance and that she has a present specific authority to execute this document of behalf of ASSIGNOR.



EXECUTED under seal on behalf of General Instrument Corporation by Shawn L. McClintock on this 25th day of January, 1999 at Horsham, PA.

Shawn L. McClintock (L.S.)  
Shawn L. McClintock  
Assistant Secretary

State of Pennsylvania

ss.

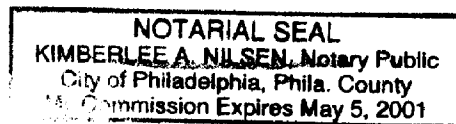
County of Montgomery

On this 25th day of January, 1999 before me personally appeared Shawn L. McClintock, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that she executed the same knowingly and willingly and for the purposes therein contained and displayed unto me her power of attorney for this purpose.

Witness my hand and Notarial seal the day and year immediately above written.

Kimberlee A. Nilsen  
Notary Public

My Commission Expires:



**Exhibit A**

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