**RECOR** 

03-12-1999

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**EET** 

M20 2:26	99				
To the Honorable C	Commissioner of	Patents and Traucillains.	981866	2 ginal documents or copy thereof.	
1. Name of conveying party(ies): Victor Mizrahi			Name:	dress of receiving party(ies):  CIENA Corporation  Legal Department  1201 Winterson Rd.	
-				Linthicum, MD 21090	
3. Nature of convayance:		<ul><li>✓ Assignment</li><li>☐ Change of Name</li></ul>	☐ Merger ☐ Other	☐ Security Agreement Execution Date: <u>2/19/99</u>	
	nt is being filed to	ent number(s): 09/25 pogether with a new application of the Additional numbers attack	B. Patent No.(s	of the application is: February 26, 1999  No	
5. Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and patents involved:1_			
Name: Internal Address:	David L. Soltz.  Legal Departm	-	-	37 C.F.R. \$3.41): _\$40.00 <b>E</b> If to be charged to deposit account	
Street Address:  City: Linthicum	CIENA Corpor 920 Elkridge L State: MD Z	anding Rd.	- <u>50-0308</u>	licate copy of this page if paying by deposit	
70 the best of a original document David L. Soltz Registration No.	my knowledge ar nent. o. 34,731 on Signing	Signature umber of pages including co	mation is true and cor	rect and any attached copy is a true copy of the Date and documents: 3	

REEL: 9800 FRAME: 0085

## ASSIGNMENT

WHEREAS I, the below named inventor, hereinafter referred to as Assignor, has made an invention entitled:

## OPTICAL AMPLIFIER

for which I executed an application for United States Letters Patent attached hereto and

WHEREAS, CIENA Corporation, a corporation of Delaware whose post office address is 1201 Winterson Road, Linthicum, Maryland 21090 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee is hereby acknowledged, I, as assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I HEREBY covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I will, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

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IN TESTIMONY WHEREOF, I have hereunto set my hand.

County of Howard

State of Maryland

Dated: 2/19/99

Subscribed and sworn to before me this 19th day of FEW WALL, 1979.

MUM . Mull, Notary Public

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