

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned,

Anthony S. Kewitsch
2146 Elderway Drive
Hacienda Heights, CA 91745

George A. Rakuljac
402 19th Street
Santa Monica CA 90402

Amnon Yariv
2257 Homet Road
San Marino CA 91108

Hereby sell, assign and transfer to

Arroyo Optics, Inc.

a corporation of California, having a place of business at

1646 17th Street
Santa Monica CA 90404

its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in United States Patent Application No. 09/210,844, filed on December 15, 1998 and entitled:

WAVELENGTH SELECTIVE OPTICAL ROUTERS

and in and to all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements, and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date.....11/15/99.....(L.S.)

Date.....2/5/99.....(L.S.)

Date.....2/6/99.....(L.S.)

Date.....(L.S.)