

03-31-1999

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To the Honorable Commis

100996641

Record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Jeffrey D. Walker
Sol P. Dijaili
Daniel A. Francis

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: 3/17/99

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

Name: GenOA Corporation

Internal Address:

Street Address: 2322 5th Street

City: Berkeley

State: CA Zip: 94710

Additional name(s) & address(es) attached?

Yes No



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: 3/5/99, 3/5/99, 3/17/99

A. Patent Application No.(s):

09273813

B. Patent No.(s):

Additional numbers attached? Yes No

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

Name: James K. Okamoto, Esq.
Internal Address: Fenwick & West LLP
Street Address: Two Palo Alto Square
City: Palo Alto State: CA Zip Code: 94306

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6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41): \$40.00

Enclosed
 Fee Transmittal Enclosed

8. Deposit Account No.: 19-2555

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.

James K. Okamoto, 40,110
Attorney, Reg No.

James K. Okamoto
Signature

3/22/99
Date

Total number of pages including cover sheet, attachments, documents: [3]

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

Box Assignment, Commissioner For Patents and Trademarks

Washington, D.C. 20231

Case Docket No.: 3665 US

PATENT
REEL: 9846 FRAME: 0152

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to GenOA Corporation, a California corporation, having a place of business at 2322 5th Street, Berkeley, California 94710 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled: **TUNABLE-GAIN LASING SEMICONDUCTOR OPTICAL AMPLIFIER** ("APPLICATION"), which:

- is to be filed herewith
- was filed on _____, 199_, now bearing U.S. serial number _____

2. The entire worldwide right, title, and interest in and to: (a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; and (c) any patents which may be granted on the applications set forth in (a) and (b) above.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

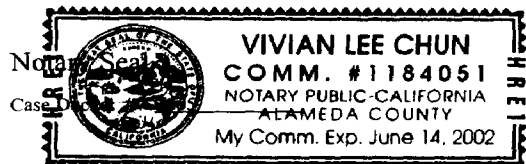
INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

<u>Name and Signature</u>	<u>Date of</u>	
<u>Jeffrey D. Walker</u>	<u>Signature</u>	
<u>Jeffrey D. Walker</u>	<u>March 17, 1999</u>	
<u>State of California</u>		
<u>County of Alameda</u>		
On <u>March 17, 1999</u>	before me, <u>Vivian L. Chun</u>	personally
<u>Jeffrey D. Walker</u>	<u>[DATE]</u>	<u>[NOTARY PUBLIC]</u>
<u>Jeffrey D. Walker</u>	<u>personally known to me</u>	or proved to me on the basis of

satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

[Signature]
Notary



Title of Document: ASSIGNMENT

Re:
Title: Tunable-Gain Lasing Semiconductor Optical Amplifier
Filed: (if applicable)
Serial No.: (if applicable)

Name and Signature
Sol P. Dijaili
Sol P. Dijaili

Date of Signature
March 17, 1999

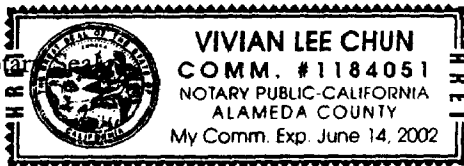
State of California
County of Alameda

On March 17, 1999 before me, Vivian L. Chun personally
appeared Sol P. Dijaili personally known to me or proved to me on the basis of
Sol P. Dijaili

satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature of Notary]

Notary



Name and Signature
Daniel A. Francis
Daniel A. Francis

Date of Signature
March 17, 1999

State of California
County of Alameda

On March 17, 1999 before me, Vivian L. Chun personally
appeared Daniel A. Francis personally known to me or proved to me on the basis of
Daniel A. Francis

satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature of Notary]

Notary

