

07-13-1999

Form PTO-1595
1-31/92

RE



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 7-6-99

101090315

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of Conveying Part(ies):

Lars Johan Albinsson Nilsson
David Colin Hanna
John Douglas Minelly
Ruediger Eberhard Paschotta
The University of Southampton



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

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

Name: Southampton Photonics Limited

Internal Address: _____

Street Address: 3 Abbas Business Centre,

Itchen Abbas, Winchester, Hampshire SO21 1BQ

ENGLAND

Additional names(s) & address(es) attached: Yes No

3. Nature of conveyance:

- Assignment Security Agreement
- Merger Change of Name
- Other _____

Execution Date: June 29, 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): 09/326,752

B. Patent No.(s) _____

Additional numbers attached: Yes No

Additional numbers attached: Yes No

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

Name: John S. Reid

Internal Address: _____

07/12/1999 STEFERRA 00000049 09326752

02 FC:581 40.00 DP

Street Address: 1926 S. Valleyview Lane

City: Spokane State: WA Zip: 99212-0157

6. Total number of applications and patents involved. 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number _____

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

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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.

John S. Reid

Name of Person Signing

Signature

7-1-99

Date

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1 **PATENT ASSIGNMENT**

2
3 **PARTIES TO THE ASSIGNMENT:**

4
5 **Inventor:**

6 Lars Johan Albinsson NILSSON
7 10 Elm Close
8 Bassett Avenue
9 Southampton SO16 7DT
10 ENGLAND

5 **Inventor:**

6 David Colin HANNA
7 346 Hill Lane
8 Shirley
9 Southampton SO15 7PH
10 ENGLAND

9
10 **Inventor:**

11 John Douglas MINELLY
12 12 Fox Lane
13 Corning, New York 14870
14 U.S.A.

9 **Inventor:**

10 Ruediger Eberhard PASCHOTTA
11 Benedikt Fontana-Weg 17
12 CH-8049 Zuerich
13 SWITZERLAND

13 (hereinafter collectively, "INVENTORS"), and

14
15 The University of Southampton
16 University Road
17 Highfield
18 Southampton, SO17 1BJ
19 United Kingdom

17 (hereinafter, "UNIVERSITY"),

18 and

19
20 **ASSIGNEE:**

21 Southampton Photonics Limited
22 3 Abbas Business Centre
23 Itchen Abbas
24 Winchester, SO21 1BQ
25 United Kingdom.

24 INVENTORS and UNIVERSITY shall be known collectively as ASSIGNORS.

25
26 **BACKGROUND OF THIS ASSIGNMENT:**

27 WHEREAS, the INVENTORS have conceived certain new and useful inventions
28 disclosed in PCT Patent Application No. PCT/GB97/03353, titled, "OPTICAL AMPLIFIER

1 AND LIGHT SOURCE", filed December 4, 1997, corresponding to UK Patent Application
2 No. 9625231.7, filed December 4, 1996, now abandoned, as well as inventions disclosed in
3 a U.S. Continuation-in-part patent application filed June 4, 1999 which is based on
4 PCT/GB97/03353, which is being filed concurrently with this Assignment. And,

5 WHEREAS, the INVENTORS, for good and valuable consideration, the sufficiency
6 and previous receipt of which is hereby acknowledged, have assigned all right, title and
7 interest in and to such inventions to UNIVERSITY. And,

8 WHEREAS, UNIVERSITY, in an agreement between UNIVERSITY and ASSIGNEE
9 dated May 27, 1999 ("May 27 Agreement") has transferred all right, title and interest in such
10 inventions to ASSIGNEE, except that ASSIGNEE has agreed to grant UNIVERSITY a
11 limited license to the inventions under the May 27 Agreement. And,

12 WHEREAS, ASSIGNEE desires to secure clear title to such inventions, as well as the
13 entire right, title and interest in said inventions and with respect to any Letters Patent that
14 may be granted with respect to the inventions in the United Kingdom, the United States of
15 America, and in all countries foreign thereto.

16
17 **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

18 In consideration of the good and valuable consideration, the sufficiency and receipt of
19 which is hereby acknowledged by INVENTORS, INVENTORS have sold, assigned and
20 transferred to UNIVERSITY the full and exclusive right to said inventions in the United
21 Kingdom, the United States, and in countries foreign thereto, including any continuation
22 patent applications based thereon, any continuation-in-part patent applications based thereon,
23 any divisional patent applications based thereon, and/or any reissue patent applications based
24 thereon.

25 In consideration of the good and valuable consideration, the sufficiency and receipt of
26 which is acknowledged by UNIVERSITY, UNIVERSITY has sold, assigned and transferred
27 to ASSIGNEE the full and exclusive right to said inventions in the United Kingdom, the
28 United States, and in countries foreign thereto, including any continuation patent applications

1 based thereon, any continuation-in-part patent applications based thereon, any divisional
2 patent applications based thereon, and/or any reissue patent applications based thereon,
3 except for the limited license granted by ASSIGNEE to UNIVERSITY in the May 27
4 Agreement.

5 INVENTORS hereby authorize the United States Commissioner of Patents and
6 Trademarks to issue such Letters Patent to Southampton Photonics Ltd for the sole use of
7 Southampton Photonics Ltd, its successors or assigns.

8 UNIVERSITY hereby authorizes the United States Commissioner of Patents and
9 Trademarks to issue such Letters Patent to Southampton Photonics Ltd for the sole use of
10 Southampton Photonics Ltd, its successors or assigns, except for the limited license granted
11 by ASSIGNEE to UNIVERSITY in the May 27 Agreement.

12 INVENTORS and UNIVERSITY further agree to execute, at the request and expense
13 of ASSIGNEE, such other formal documents as may be required to fully convey the interests
14 transferred herein and will similarly execute any applications papers required for the filing
15 of any division, continuation or reissue of the patent application or resulting Letters Patent;
16 and will generally do everything necessary or desirable to obtain and enforce proper
17 protection for the invention assigned hereby.

18 INVENTORS and UNIVERSITY further assign to ASSIGNEE the whole right, title
19 and interest in the invention disclosed in the application throughout all countries foreign to
20 the United Kingdom and the United States of America. ASSIGNEE is hereby authorized to
21 apply for patents relating to the inventions in its own name in countries where such
22 procedure is proper; to claim the benefit of the International Convention; to file and
23 prosecute International Applications relating to the inventions under the Patent Cooperation
24 Treaty; and to file and prosecute applications relating to the inventions under the European
25 Patent Convention. INVENTORS and UNIVERSITY agree to execute applications relating
26 to the inventions in those countries and under those conventions where it is necessary that
27 the same be executed by the inventor or a previous assignee, and to execute assignments of
28 such applications and the resulting Letters Patent to ASSIGNEE as well as all other

1 necessary papers in relation to such applications and Letters Patent.

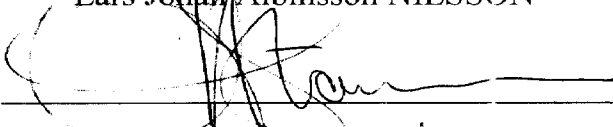
2 This Agreement shall be read and interpreted consistent with the May 27 Agreement
3 between UNIVERSITY and ASSIGNEE.

4
5 Signed and acknowledged by the parties:

6 INVENTOR

7 Signed at Southampton UK on June 11, 1999.

8
9 
10 Lars Johan Albinsson NILSSON

11 In the presence of (signature) 

12 Name (print) C H Stoner

13 Date: 11.6.99

14 * * * * *

15
16 INVENTOR

17 Signed at Southampton UK on June 18th, 1999.

18 
19 David Colin HANNA

20 In the presence of (signature) 

21 Name (print) E Smith

22 Date: 18.6.99

23 * * * * *

1 INVENTOR

2 Signed at CORNING, USA on June 29th, 1999.

3 *John Douglas Minelly*
4 John Douglas MINELLY

5 In the presence of (signature) *Luis Zenteno*

6 Name (print) LUIS ZENTENO

7 Date: June 29th, 1999

8 *****

9
10 INVENTOR

11 Signed at ETH Zurich on June 22, 1999.

12 *R. Paschotta*
13 Ruediger Eberhard PASCHOTTA

14 In the presence of (signature) *Marius Haiml*

15 Name (print) MARIUS HAIML

16 Date: 22.06.1999

17 *****

18 UNIVERSITY

19 For and on behalf of the University of Southampton

20 Signed at Southampton, UK on 21 June, 1999.

21 *John D. Middleton*
22 ~~John D. Middleton~~

23 Title: Deputy Director, Innovation & Research Support

24 In the presence of (signature) *T. A. Cox*

25 Name (print) T. A. COX

26 Date: 21/6/99

27 *****

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ASSIGNEE

For and on behalf of the Southampton Photonics Limited

Signed at MP Val on 11 June, 1999.
SOUTHAMPTON UK

MP Val
Malcolm P. Varnham
Title: Director

In the presence of (signature) [Signature]

Name (print) CH STONER

Date: 11-6-99