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(Rev. 6-93)

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RECORD

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):

OptiVideo Corporation

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

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

Network Photonics, Inc.
1989 Oak Avenue
Boulder, CO 80304

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other:Additional name(s) attached? ☐ Yes ☒ No

Execution Date: Nov. 23, 1999; Nov. 30, 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) 5,165,104

Additional numbers attached? ☐ Yes ☒ No

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

Jeffrey A. Pade
Cooley Godward LLP
2002 Edmund Halley Drive, Suite 300
Reston, VA 20191

6. Total number of application and patents involved: 1

7. Total Fee (37 CFR 3.41).....\$40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number: 03-3117

(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 redacted copy of the original document.

Reg. No.: 42,970

Name of Person Signing: Jeffrey A. Pade

Signature: 

Date: January 10, 2000

Total number of pages including cover sheet, attachments, and document: 6

Express Mail Label No. EL 399 101 297 US Date of Deposit: January 10, 2000

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Honorable Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Date: 1-10-2000 By: 

Donna L. Hill

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made effective as of July 15, 1999 ("Effective Date"), by and between **OPTIVIDEO CORPORATION**, a Colorado corporation, having a place of business at 5311 Western Ave., Boulder, CO 80301 ("**OptiVideo**") and **NETWORK PHOTONICS, INC.**, a Delaware corporation ("**Network**").

WHEREAS, OptiVideo and Network desire to set forth certain of the terms [REDACTED] in this Agreement, including, without limitation, the assignment of certain patents and OptiVideo's rights in certain technology to Network Photonics.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. DEFINITIONS.

1.1 "Patents" shall mean U.S. Patent Number 5,165,104 and any division, continuation, continuation in part or other continuing prosecution of such patent, any patent making a claim of foreign priority to such patent, any patent reissuing on or reissuing pursuant to a reexamination of such patent, and all associated rights under the International Convention for the Protection of Industrial Property. The term Patents shall further include any and all improvement patent(s) relating to U.S. Patent Number 5,165,104, both foreign and domestic, and any divisions, continuations, continuations-in-part, or reissues arising from and issuing on any such improvement application(s).

[illegible]

2.1 Sale and Purchase. Network hereby agrees to issue and sell to OptiVideo and OptiVideo agrees to purchase from Network [REDACTED] shares of Common Stock of Network at a purchase price of [REDACTED] per share.

2.2 Payment. Network hereby agrees to pay OptiVideo the sum of [REDACTED] such sum to be payable by Network to OptiVideo the earlier of (i) March 1, 2000 or (ii) the closing of a venture capital financing of Network with total proceeds to Network of at least [REDACTED]

3. ASSIGNMENT OF RIGHTS.

[illegible]

3.3 Assignment of Patents. OptiVideo hereby irrevocably transfers, grants, conveys, assigns, and relinquishes exclusively to Network all right, title, and interest in and to the Patents and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of the Patents, and the payment of any and all maintenance fees, taxes, and the like, to hold the same unto and to the use of Network, its successors, and assigns absolutely during the residue of the respective term for which the Patents were or are granted and during any such terms, and for any and all rights extending therefrom.

[illegible]

[REDACTED]

[illegible][illegible]

[REDACTED]

[REDACTED]

[REDACTED]

6.5 All corporate action necessary for the authorization, execution, and delivery of the rights assigned hereunder has been taken, and the Agreement, when executed and delivered by OptiVideo, shall constitute a valid and legally binding obligation of OptiVideo, enforceable against the OptiVideo in accordance with its terms.

[illegible]

8.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto.

[REDACTED]

4.

8.4 Headings. The headings of the several sections of this Agreement are inserted for convenience and reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

8.5 Amendment. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties.

8.6 Entire Agreement. This Agreement embodies the entire, complete and exclusive understanding of the parties hereto and supersedes all previous communications, representations or understandings, either oral or written, between the parties hereto relating to the subject matter hereof.

8.7 Waivers. Any waiver by either party of any breach of this Agreement shall not constitute a waiver of any subsequent or other breach.

8.8 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

OPTIVIDEO CORPORATION

By: 

Title: President

Date: 30 Nov 99

NETWORK PHOTONICS, INC.

By: 

Title: President

Date: Nov. 23, 1999