

05-08-2000

Docket No.: 311

FORM PTO-1595 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
Copyright 1994-97 LegalStar  
P08/REV02

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

4-17-00



101350029

Tab settings

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

1. Name of conveying party(ies):

CARL E. GAEBE

Additional names(s) of conveying party(ies)  Yes  No

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

Name: CIENA CORPORATION

Internal Address: LEGAL DEPARTMENT

Street Address: 1201 WINTERSON ROAD

City: LINTHICUM State: MD ZIP: 21090

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: April 10, 2000

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: April 10, 2000

A. Patent Application No.(s)

B. Patent No.(s)

09/551138

Additional numbers attached?  Yes  No

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

Name: David L. Soltz

Internal Address: CIENA Corporation

Legal Department

Street Address: 1201 Winterson Road

City: Linthicum State: MD ZIP: 21090

6. Total number of applications and patents involved: 1

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

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

50-0308

05/05/2000 DNEUYEN 00000360 500308 09551138

DO NOT USE THIS SPACE

01 FC:581 40.00 CH

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.

David L. Soltz

April 17, 2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

PATENT

REEL: 010755 FRAME: 0883

JC555 U.S. PTO  
09/551138  
04/17/00

**ASSIGNMENT**

WHEREAS I/We, the below named inventor(s), hereinafter referred to as Assignor(s), have made an invention entitled:

**OPTICAL FILTER HAVING A QUARTZ SUBSTRATE**

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 good and valuable consideration the receipt of which from assignee is hereby acknowledged, I/We, as assignors, 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 I/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/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We 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.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

County of Baltimore )  
 State of Maryland ) ss.

Carl E. Gaebe  
 2857 Deerfield Drive  
 Ellicott City, Maryland 21043

[Signature]  
 (Signature)

4/10/00  
 (Date)

SEAL

**CAROL S. PARKER-HINES**  
 Notary Public, State of Maryland  
 My Commission Expires  
 03-23-03

Subscribed and sworn to before me  
 this 10<sup>th</sup> day of April, 2000.

Carol S. Parker-Hines, Notary Public

ASSIGNMENT

WHEREAS I/We, the below named inventor(s), hereinafter referred to as Assignor(s), have made an invention entitled:

OPTICAL FILTER HAVING A QUARTZ SUBSTRATE

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 good and valuable consideration the receipt of which from assignee is hereby acknowledged, I/We, as assignors, 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 I/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/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We 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.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

County of Baltimore )  
State of Maryland ) ss.

Carl E. Gaebe  
2857 Deerfield Drive  
Ellicott City, Maryland 21043

[Signature]  
(Signature)

4/10/00  
(Date)

SEAL

**CAROL S. PARKER-HINES**  
Notary Public, State of Maryland  
My Commission Expires  
03-23-03

Subscribed and sworn to before me  
this 10<sup>th</sup> day of April, 2000.  
Carol S. Parker-Hines, Notary Public

RECORDED: 04/17/2000

**PATENT**  
REEL: 010755 FRAME: 0885