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FORM PTO-1595
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U.S. Department of Commerce
Patent and Trademark Office

101645249

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

1. Name of conveying party(ies):

Date

ELYAHOU KAPON
FABRICE MONTI DI SOPRA
MARCEL BRUNNER

01-09-2001
12-22-2000
12-22-2000

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

3. Nature of conveyance:

3-9-01

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: January 9, 2001

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

Name: Avalon Photonics

Internal Address:

Street Address: Badener Strasse 5698048 ZürichCountry: Switzerland

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

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

If this document is being filed together with a new application, the execution date of the application is: _____ (Date of Filing)

A. Patent Application No.(s) 09/715,597

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: William B. PattersonInternal Address: THOMASON, MOSER & PATTERSON, L.L.P.Street Address: 3040 Post Oak Boulevard, Suite 1500City: Houston State: TX Zip: 770566. Total number of applications and patents involved: 17. Total fee (37 C.F.R. 3.41)----- \$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account20-0782/GRUN/0005/WBP

8. Deposit account number:

20-0782/GRUN/0005/WBP

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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.

William B. Patterson
Name of Person Signing

William B. Patterson
Signature

5 March 01
Date

Total number of pages including cover sheet, attachments and document: 3

03/22/2001 LMUELLER 00000178 200782 09715597 Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:581 40.00 CH

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses
of Inventors:

1)	ELYAHOU KAPON Av. De Verdeil 42 1005 Lausanne Switzerland	2)	FABRICE MONTI DI SOPRA Im Oberen Boden 17 8047 Zürich Switzerland
3)	MARCEL BRUNNER Turnerstrasse 40 8006 Zürich Switzerland		

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**A VERTICAL-CAVITY SURFACE-EMITTING LASER COMPRISED OF SINGLE LASER
ELEMENTS ARRANGED ON A COMMON SUBSTRATE**

for which application for Letters Patent in the United States was filed on even date herewith; and

WHEREAS, Avalon Photonics, a corporation of the Country of Switzerland, having a place of business at Badener Strasse 569, 8048 Zürich, Switzerland (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing

or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) ✓ 9.1.2001, 2000

✓ E. Kapon
ELYAHOU KAPON

2) ✓ 22/12/00, 2000

✓ Fabrice Monti di Sopra
FABRICE MONTI DI SOPRA

3) ✓ 22.12.2000 2000

✓ Marcel Brunner
MARCEL BRUNNER