

05-04-2001



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OMB0651-0027 4.25.01

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101700392

**TO: The Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**  
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- New
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**CONVEYANCE TYPE**

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

**U.S. Government**  
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 Department File  Secret File

**CONVEYING PARTY(IES): (Last name first)**

	<u>Execution Date</u>
James D. Mills	February 26, 2001
Philip J. Lin	February 26, 2001
Roger P. Holmstrom	March 2, 2001

**RECEIVING PARTY:**

Name: Tellabs Operations, Inc.  
Address: 4951 Indiana Avenue  
City: Lisle  
State: Illinois  
Zip Code: 60532

Mark if additional names of conveying parties attached

Mark if additional names of receiving parties attached

**APPLICATION NUMBER(S) OR PATENT NUMBER(S)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).  
If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named inventor: 00/00/00

**Patent Application Number(s):**

09/799,954

**Patent Number(s):**

**TOTAL NUMBER OF PROPERTIES:** Enter the total number of properties involved: One

**PATENT COOPERATION TREATY (PCT):**  
Enter PCT application number only if a U.S. Application Number has not been assigned:

**NUMBER OF PAGES:**  
Enter the total number of pages contained in the conveyance document including any attachment(s). DO NOT include the Recordation Form Cover Sheet pages in this total.

3

**CORRESPONDENT NAME AND ADDRESS:**

Rockey, Milnamow & Katz, Ltd.  
Two Prudential Plaza  
180 North Stetson Avenue, Suite 4700  
Chicago, Illinois 60601  
(312) 616-5400

**FEE AMOUNT:**

Total Fee (37 CFR 3.41) \$40.00

- Enclosed
- Charge to Deposit Account 04-1644
- The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account 04-1644.

**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. Charges to deposit account are authorized, as herein indicated.

Paul M. Vargo

Name of Person Signing

Signature

April 23, 2001

Date

# Assignment

Serial No. 09/799,954

Filed 03/06/2001

**FOR** good and valuable consideration, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in Optical Switch For Reciproal Traffic and in the application for Letters Patent of the United States therefor, executed by the undersigned concurrently herewith, and in any continuation, division, reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to Tellabs Operations, Inc. a Delaware Corporation and the heirs, successors, legal representatives and assigns of Tellabs Operations, Inc. (hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

**For said consideration** it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for the said consideration it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said consideration the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said consideration, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful acts include, but are not limited to, taking oaths, executing declarations,

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PATENT  
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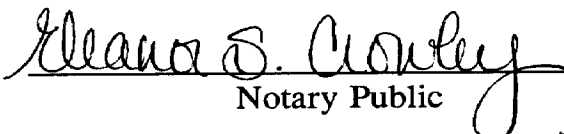
powers, assignments and other papers and giving testimony. The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

  
James E. Mills

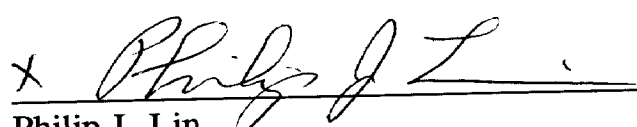
ELEANOR S. CROWLEY  
Notary Public, Massachusetts  
My Commission Expires January 14, 2005 (Seal)

State of Massachusetts )  
County of Middlesex ) ss.

On February 26, 2001, James <sup>D</sup> E. Mills appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

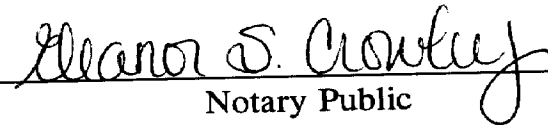
(SEAL)   
Notary Public  
ELEANOR S. CROWLEY  
Notary Public, Massachusetts  
My Commission Expires January 14, 2005

My Commission Expires: \_\_\_\_\_

  
Philip J. Lin (Seal)  
ELEANOR S. CROWLEY  
Notary Public, Massachusetts  
My Commission Expires January 14, 2005

State of Massachusetts )  
County of Middlesex ) ss.

On February 26, 2001, Philip J. Lin appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

(SEAL)   
Notary Public  
ELEANOR S. CROWLEY  
Notary Public, Massachusetts  
My Commission Expires January 14, 2005

My Commission Expires: \_\_\_\_\_

Roger P. Holmstrom

(Seal)

Roger P. Holmstrom

State of Illinois )

County of Kane )

) ss.

On MARCH 2, 2001, Roger P. Holmstrom appeared before me, a Notary Public in and for the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.

Susan J. Torroll  
Notary Public

(SEAL)

My Commission Expires: NOVEMBER 5, 2003

