

4-12-01

U.S.

05-04-2001

RECORDATION FORM COVER SHEET  
PATENTS ONLY



101702249

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

1. Name of conveying party(ies):  
Anthony J. TICKNOR, Marc A. STILLER, John T. KENNEY and  
Ken PURCHASE

- ☒ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation-State      ☐ Other

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

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

Name: Lightwave Microsystems Corp.  
Street Address: 2911 Zanker Road  
City: San Jose, State: CA ZIP: 95134

09835260

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

3. Nature of conveyance:

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

Execution Date: April 11, 2001; April 12, 2001; April 12, 2001; April 12, 2001, respectively

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)

To Be Assigned (Attorney Docket No. 373722000900)

Additional numbers attached? ☐ Yes ☒ No

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

Charles D. Holland  
Morrison & Foerster LLP  
755 Page Mill Road  
Palo Alto, California 94304-1018

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account, referencing  
Attorney Docket 373722000900

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

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.

Name: Charles D. Holland  
Registration No: 35,196

Signature

Date

*Charles D. Holland*

4/12/01

Total number of pages comprising cover sheet, attachments and document: 5

Mail documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office  
Office of Public Records  
Box Assignments  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

pa-581088

PATENT  
REEL: 011747 FRAME: 0388

**ASSIGNMENT  
JOINT**

THIS ASSIGNMENT, by Anthony J. TICKNOR; Marc A. STILLER; John T. KENNEY and Ken PURCHASE (hereinafter referred to as the assignors), residing at 10952 Barranca Drive, Cupertino, California 95014; 1251 Highland Drive, Boulder Creek, California, 95006; 661 Waverly Street, Palo Alto, California 94301 and 179 Sherland Avenue, Mountain View, California 94043 respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in MICRO-MECHANICAL WAVEGUIDE OPTICAL DEVICES, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Attorney Docket No. 373722000900; and

WHEREAS, Lightwave Microsystems Corp., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 2911 Zanker Road, San Jose, California 95134 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

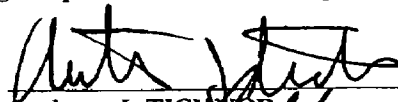
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

4/11/01  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Anthony J. TICKNOR

4/12/01  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Marc A. STILLER

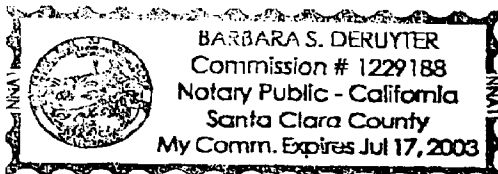
4-12-01 *John T. Kenney*  
Date John T. KENNEY  
4/12/01 *Ken G. Purchase*  
Date Ken PURCHASE

State of California )  
County of Santa Clara ) ss.

On April 11, 2001, before me, Barbara S. deRuyter, Notary Public,  
personally appeared Anthony J. TICKNOR,

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted,  
executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

*Barbara S. deRuyter*  
Signature of Notary Public

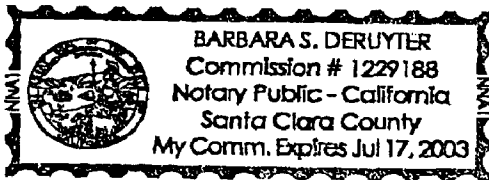
State of California \_\_\_\_\_ )  
County of Santa Clara \_\_\_\_\_ )ss.

On April 12, 2001, before me, Barbara S. deRuyter, Notary Public,  
personally appeared Marc A. STILLER,

Name(s) of Signer(s)

- ☐ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the  
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executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

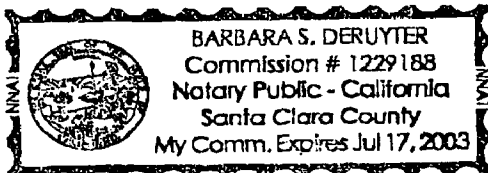
*Barbara S. deRuyter*  
Signature of Notary Public

State of California \_\_\_\_\_ )  
County of Santa Clara \_\_\_\_\_ )ss.

On April 12, 2001, before me, Barbara S. deRuyter, Notary Public,  
personally appeared John T. Kenney,

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted,  
executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

*Barbara S. deRuyter*  
Signature of Notary Public

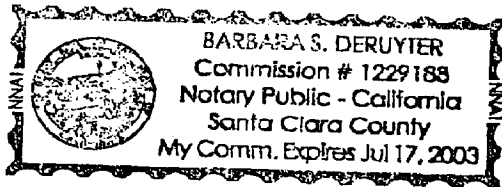
State of California \_\_\_\_\_ )  
County of Santa Clara \_\_\_\_\_ )ss.

On April 12, 2001, before me, Barbara S. deRuyter, Notary Public,  
personally appeared Ken PURCHASE,

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

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the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal.



Place Notary Seal Above

Barbara S. deRuyter  
Signature of Notary Public