| | - | | | |
|---|--|--|--|--|
| FORM PTO-1619A Expires 06/30/99 OMB 0651-0027 | U.S. DEPARTMENT OF COMMERCE Parent and Trademark Office PATENT | | | |
| RECORDA | ATION FORM COVER SHEET PATENTS ONLY | | | |
| TO: The Commissioner of Patents and Trademar | rks: Please record the attached original document(s) or copy(ies). | | | |
| SUBMISSION TYPE | CONVEYANCE TYPE | | | |
| New | Assignment Security Agreement | | | |
| Resubmission (Non-Recordation) | License Change of Name | | | |
| Document ID# Correction of PTO Error | Merger Other | | | |
| Reel # Frame# | U.S. Government | | | |
| Corrective Document | (For Use ONLY by U.S. Government Agencies) Departmental File Secret File | | | |
| Reel # Frame# Conveying Party(ies) | Mark if additional names of conveying parties attached | | | |
| Conveying I arry(nos) | Execution Date | | | |
| Name (line1) LOCKHEED MARTIN | N CORPORATION 11 09 2000 | | | |
| Name (line 2) A Maryland Corporation | on Execution Date | | | |
| Second Party | Month Day Year | | | |
| Name (line 1) Name (line 2) | | | | |
| | | | | |
| Receiving Party | Mark if additional names of receiving party attached | | | |
| Name (line1) TERACONNECT, Inco | is an assignment and the | | | |
| Name (line 2) A Delaware Corporation | A Delaware Corporation receiving party is not domicited in the United States, an appointment | | | |
| Address (line 1) 98 Spit Brook Road, Su | 98 Spit Brook Road, Suite 300 of a domestic representative is attached. | | | |
| Address (line 2) | (Designation must be a separate document from Assignment) | | | |
| Address (line 3) Nashua | NH 03062 | | | |
| City State/Country Zip Code | | | | |
| Name | Enter for the first Receiving Party only. | | | |
| Address (line 1) | * | | | |
| | | | | |
| Address (line 2) | | | | |
| Address (line 3) | | | | |
| Address (line 4) | | | | |
| | FOR OFFICE USE ONLY | | | |
| | | | | |

Public burden reporting for this collection of information is estimated to average approximately 10 minutes per Cover Sheet to be recorded, inleuding time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, DC 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Evolget, Patent Reduction Project (0651-0027), Washington, S.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

MAIL documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

> **PATENT** REEL: 011760 FRAME: 0664

| FORM PTO-1619B Expires 06/30/99 OMB 0651-0027 Page 2 Correspondent Name and Address Area Code and Telephone Number Name Scott J. Asmus Address (line 1) Maine & Asmus | U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office PATENT 603.886.6100 | | | |
|--|--|--|--|--|
| Address (line 1) Maine & Asmus Address (line 2) PO Box 3445 Address (line 3) Nashua NH 03061-3445 Address (line 4) | | | | |
| Pages Enter the total number of pages of the attached conveyance document Including any attachments. | # 6 | | | |
| Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH represent Application Number(s) Patent Application Number(s) Patent Num 09/713,761 If this document is being filed together with a new Patent Application, enter the date the patent application with signed by the first named executing inventor. | tumbers for the same property). | | | |
| Patent Cooperation Treaty (PCT) Enter PCT application number PCT | PCT PCT | | | |
| Number of Properties Enter the total number of properties involved Fee Amount Fee Amount for Properties Listed (37 CFR 3.41) | # 1 | | | |
| Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): Method of Payment: Enclosed Deposit Account Deposit Account Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: # 500323 Authorization to charge additional fees: Yes No Deposit Account Number: The count Number The count Number | | | | |
| 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 indicated herein. Scott J. Asmus Name of Person Signing 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 indicated herein. | | | | |

ASSIGNMENT OF PATENT APPLICATIONS

ASSIGNMENT OF PATENT APPLICATIONS made as of November 4. 2000 by Lockheed Martin Corporation, a Maryland corporation with a principal place of business at 6801 Rockledge Drive, Bethesda, Maryland 20817 ("Lockheed Martin").

RECITALS:

WHEREAS. Lockheed Martin is the owner of certain United States Patent Applications (the "Patents") as identified on Schedule A attached hereto;

WHEREAS, pursuant to the Transaction Agreement dated as of November 14. 2000 (the "Transaction Agreement") by and among Lockheed Martin, TeraConnect. Inc., a Delaware corporation ("TeraConnect") and the Investors named therein, Lockheed Martin has agreed to transfer certain of its assets, including the Patents, to TeraConnect; and

WHEREAS, TeraConnect desires to obtain all of Lockheed Martin's right, title and interest in, to and under said Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lockheed Martin,

- 1. Lockheed Martin hereby conveys, assigns, transfers and delivers to TeraConnect, its successors and assigns, all of its right, title and interest throughout the world in, to and under the Patents, and the underlying inventions described therein and any United States or foreign reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and substitutes therefor, and all Letters and Patents of the United States which have been or may be granted thereon and all foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements of the Patents and to fully and entirely stand in the place of Lockheed Martin in all matters related thereto.
- 2. Lockheed Martin hereby conveys, assigns, transfers and delivers to TeraConnect, its successors and assigns, all of its right, title and interest throughout the world in and to all lab notes, prototypes, draft patent applications, any and all correspondence with the United States Patent and Trademark Office or any foreign patent office, nondisclosure agreements, invention agreements, noncompete agreements to the extent such material relates to the Patents.
- 3. Lockheed Martin hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Assignment of Patent Applications to TeraConnect. Lockheed Martin hereby further requests the Commissioner to issue any and all Letters and Patents of the United States resulting from applications among the Patents or derived therefrom to TeraConnect as assignee of the entire interest. Lockheed Martin hereby covenants that the

8257651.4

PATENT REEL: 011760 FRAME: 0666 MAINE & ASMUS; 603 886 4796; JUL-18-01 1:41PM; PAGE 5/9

Commissioner has full right to convey the entire interest herein assigned, and that Lockheed Martin has not executed, and will not execute, any agreements inconsistent herewith.

[The remainder of this page is intentionally left blank.]

3257651.4

PATENT REEL: 011760 FRAME: 0667 IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patent Applications to be executed as of the day and year first written above.

LOCKHEED MARTIN CORPORATION Name: Walter P. Havenstein Title: President, Sanders, A Lockheed Martin Company THE STATE OF NEW HAMPSHIRE County of Hillsborough This instrument was executed before me on this 9th day of November, 2000 by Lockheed Martin Corporation. WITNESS my hand and official seal. THOMAS XENOPHON TSIRMOKOS lice of the Peace - New Hampah My Commission Expires October 4, 2006 [SEAL] Notary Public My Commission expires on: Acknowledged and accepted: TERACONNECT, INC. By.

Assignment of Paient Apps t_.doc

Name: Title:

| IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patent Applications to be executed as of the day and year first written above. |
|--|
| LOCKHEED MARTIN CORPORATION |
| By: Name: Title: |
| THE STATE OF NEW HAMPSHIRE |
| County of |

This instrument was executed before me on this ____ day of September, 2000 by

WITNESS my hand and official seal.

[SEAL] Notary Public

My Commission expires on:

Acknowledged and accepted:

TERACONNECT, INC.

Lockheed Martin Corporation.

Name:

Title:

SCHEDULE A TO ASSIGNMENT OF PATENT APPLICATIONS

MAINE & ASMUS;

| # | Docket | Title |
|-----|--------|--|
| 1. | 4434 | Method For Implementing A Receiver Reserved Channel |
| 2. | 4436 | Optoelectronic Connector System |
| 3. | 4437 | Multiple Laser Emitters and Detectors Integrated with Electronic Driver Circuits and Fiber Bundles for use in Bi-directional, High-Speed Computer Network Interconnects |
| 4, | 4438 | Process of Interdigitization of VCSEL Emitters and Detectors using Blanks as Placeholders |
| 5. | 4440 | Method For Implementing A Distributed Cross Bar Switch |
| 6. | 4442 | Bump-On-Bump Structures That Yield Predictable Topology Between Multiple Hybridized Devices |
| 7. | 4443 | Multiple Etch Stop Layers To Maintain Quality Of Optical Surfaces During Processing |
| 8. | 4444 | Cluster Integration Approach To Optical Transceiver Arrays And Fiber Bundles |
| 9. | 4445 | Method And Apparatus For Implementing An Optical Interconnect Using Modulated Detectors |
| 10. | 4446 | Method And Apparatus For Wafer Scale Integration Using Optoelectronic Transceiver |
| 11. | 4447 | Optical Bench On A Chip |
| 12. | 4449 | Optical Integrated Processor Chip |
| 13. | 4450 | Active Optical Interconnects |
| 14. | 4454 | Process for creating Optical Transceiver Arrays |
| 15. | 4455 | High Rate Optical Correlator |
| 16. | 4459 | High Rate Optical Correlator Implemented On A Substrate |
| 17. | 4460 | Optical Disc Parallel Read/Write Apparatus |
| 18. | 4461 | Security Mapping And Auto Reconfiguration |
| 19. | 4462 | Dark-Field Barriers Between Emitters And Detectors To Prevent Crosstalk |
| 20. | 4463 | Auto Gain Structure And Feedback Mechanism For Communication Devices |
| 21. | 4464 | Star Topology Network With Fiber Interconnect On Chip |
| 22. | 4466 | On-chip WDM broadcast |
| 23. | 4477 | Parallel Optical Node Controller |
| 24. | 4478 | Optically Extended Virtual Field Programmable Gate Array |
| 25. | 4479 | Parallel Optics-based Configurable Pipeline Processor |
| 26. | 4508 | Self-Configuring Parallel Photonic Network Routing |
| 27. | 4509 | Spatial Arrangement of Differential Channels |
| 28. | 4510 | Multipixel Channel Tessellation |
| 29. | 4511 | Channel Arrangement and Bypassing for Fault Tolerance |
| 30. | 4512 | Alternate Material Beam Lead Device For Ultra-High Density Interconnection |
| 31. | 4513 | Technique For Localized Planarization Of Printed Wiring Board For Subsequent Fine Line Processing To Enable Direct Chip Attach Of High Speed, High I/O Count Ics A.K.A., Local Pwb Planarization |
| 32. | 4514 | Alpha Epoxy Ridge Anternative |
| 33. | 4515 | Method To Create A Built-In Standoff For Opto-Electronic Devices, A.K.A., Mbe Standoff |

| # | Docket | Title |
|--------------|--------------|--|
| 34. | 4516 | Technique For Planarization Of Electrical Fanout Device Attached By Flip Chip |
| 35. | 4517 | Epoxyless Flip Chip Attach Of Opto-Electronic Devices |
| 36. | 4518 | Precision Optical Standoff For Spacing Of Optical Components On Opto- |
| | | Electronic Devices, A.K.A., Epoxy Ridge |
| 37. | 4519 | Substrateless Interconnect Devices For Ultra-High Density Interconnection |
| 38. | 4520 | Technique For Flip Chip Attach Of Beam Lead Devices For Ultra-High Density |
| | | Interconnection, A.K.A., Bump On A Beam |
| 39. | 4521 | Discrete Pixelation Of 2-D Photo-Sensitive Focal Plane Arrays |
| 40. | 4522 | Stress Relieving Flip Chip Attach Device For Ultra-High Density |
| | | Interconnection |
| 41. | 4523 | Integrated Precision Standoff For Spacing Of Optical Components On Opto- |
| | | Electronic Devices. A.K.A., The "Greg Grid." |
| 42. | 4524 | Optical Loop-Back Device for Active Self Test |
| 43. | 4525 | Self Aligning Optical Interconnect Using Multiple Emitters/Detectors Pairs Per |
| | | Fiber Channel |
| 44. | 4526 | Method to Maintain Cleanliness and Perform Open Fiber Control of Fiber Optic |
| | 4 **** | Connector |
| 45. | 4527 | Method to Connect Opto-electronic Components To Fiber Optic Bundles Using |
| 12 | 4520 | A Precision Insert |
| 46. | 4528 | Direct Optical Interconnect Method for "Inter" and "Intra" IC Data Transfer |
| 47. | 4529 4530 | Optical Interconnect Method for Circuit Card Assemblies & Backplanes |
| 48. 40 | 4530 | Right Angle Optical Interconnect Technique |
| 4 9 . | 4531 | Electro-optical Translator |
| 50. | 4532 | Configurable Network Interface Controller (NIC) |
| 51. 52. | 4533 | Parallel Photonic Network Eye Safety Device |
| | 4535 | Flexible Self configuring Networks Using Parallel Optical Interconnect |
| 53. | 4536 | Opto-electronic device Using Multiple Emitters and/or Detectors per Fiber |
| E 4 | 4540 | Channel |
| 54. | 4540 | Self Aligning Optical Interconnect Using Multiple Emitters/Detectors Pairs per |
| | | Fiber Channel |

RECORDED: 07/18/2001