

05-29-2001

FORM PTO-1595

RI

SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



Patent and Trademark Office

101733306

To the Honorable Commis:

d original documents or copy thereof.

1. Name of conveying part(ies):

- 1. Thomas K. Gaylord
- 2. Gregory D. VanWiggeren
- 3. Donald D. Davis
- 4. Elias N. Glytsis
- 5. Emmanuel Anemogiannis

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

2. Name and address of receiving party(ies)

Name: Georgia Tech Research Corporation
 Street Address: 400 Tenth Street
 Centennial Research Building
 Atlanta, Georgia 30332-0415

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

JC971 U.S. PTO
 09/860790
 05/29/2001

3. Nature of conveyance:

5-18-01

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

Execution Date:

- 1. May 16, 2001
- 2. May 17, 2001
- 3. May 16, 2001
- 4. May 17, 2001
- 5. May 17, 2001

09/860790

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)
- 1. May 16, 2001
- 2. May 16, 2001
- 3. May 16, 2001
- 4. May 17, 2001
- 5. May 17, 2001

Additional numbers attached? Yes No

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

Scott A. Horstemeyer
 Thomas, Kayden, Horstemeyer & Risley, L.L.P.
 100 Galleria Parkway, Suite 1750
 Atlanta, Georgia 30339-5948

6. Total number of applications/patents involved: [1]

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

- Enclosed
- Authorized to be charged to deposit account

40E

8. Deposit Account Number:

20-0778
 (Attach duplicate copy of this page if paying by Deposit Account)

05/23/2001 JBALINAN 00000015 09860790

04 FC:581 40.00 OP

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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.

James W. Kayden

Typed Name

James W. Kayden
 Signature

18-May 2001
 Date

Docket #: 062004-1480

Total number of pages including cover sheet, attachments, and document: [8]

Mail documents to be recorded with required cover sheet information to:
 Assistant Commissioner for Patents, Box Assignments
 Washington, D.C. 20231

AssignCoverSht

PATENT
REEL: 011829 FRAME: 0393

**ASSIGNMENT
OF UTILITY PATENT APPLICATION**

WHEREAS, the following parties:

<u>Name</u>	<u>Address</u>
1. Thomas K. Gaylord	3180 Verdun Drive, N.W., Atlanta, GA 30305
2. Gregory D. VanWiggeren	114 Dardanelli Lane #22, Los Gatos, CA 95032
3. Donald D. Davis	1901 Calvin Drive, Duluth, GA 30097
4. Elias N. Glytsis	1985 Poppleford Lane, Dunwoody, GA 30338
5. Emmanuel Anemogiannis	1885 Berkeley Mews, N.E., Atlanta, GA 30329

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements ("invention(s)") as described and set forth in the below-identified utility application for United States Letters Patent entitled:

**OPTICAL FIBER GRATINGS WITH AZIMUTHAL REFRACTIVE INDEX
PERTURBATION, METHOD OF FABRICATION, AND DEVICES FOR TUNING,
ATTENUATING, SWITCHING, AND MODULATING OPTICAL SIGNALS**

which was:

- executed on even date herewith,
 filed with the United States Patent and Trademark Office (USPTO) on _____, and assigned Serial No. _____, and
 further described in U.S. Provisional application entitled _____, filed with the USPTO on _____, and assigned Serial No. _____.

Note: Only one of the first two checkboxes will be checked. The third checkbox will be checked, only if appropriate.

WHEREAS, Georgia Tech Research Corporation, having a place of business at 400 Tenth Street, Centennial Research Building, Atlanta, Georgia 30332-0415, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in and to said invention(s), said utility application, said provisional application, and any U.S. and foreign patents which are related to the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and

transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, (a) the entire right, title and interest, for the United States of America, in and to said invention(s), said utility application, and said Provisional application and all the rights and privileges in any application and under any and all patents that may be granted in the U.S. for said inventions, including all corresponding provisional, continuation, continuation in part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to said invention(s), said utility application, and said provisional application for all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any application for patent or other form of protection for said Inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said Inventions, said utility application, or said provisional application and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said inventions be issued to ASSIGNEE in the U.S. and to ASSIGNEE in all countries foreign to the U.S., or to such nominee as ASSIGNEE may designate.

ASSIGNOR covenants and agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with the patent applications, patents, or other forms of protection of said invention(s), and for the defense and protection thereof if challenged in the court of law.

ASSIGNOR authorizes ASSIGNEE or its agents to insert, on ASSIGNOR'S behalf, the filing date and/or serial number above pertaining to the utility application and/or the provisional application, if not known as of the date of execution of this document.

Thomas K Gaylord
Thomas K. Gaylord

Date: May 16, 2001

United States of America

State of Georgia

County of Fulton

On this 16th day of May, 2001, before me personally came **Thomas K. Gaylord** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.

Spencer Cooper
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires April 30, 2002

My Commission Expires (Date)

Docket No.062004-1480

Page 4 of 7

(Patent Assignment)

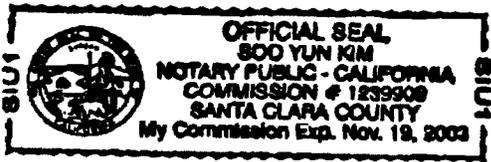
Gregory D. VanWiggeren
Gregory D. VanWiggeren

Date: 05/17/01

United States of America

State of California
County of Santa Clara

On this 17th day of May, 2001, before me personally came Gregory D. VanWiggeren to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.



Soo Yun Kim
Notary Public

November 19, 2003
My Commission Expires (Date)


Donald D. Davis

Date: May 16, 2001

United States of America

State of

County of

On this 16 day of May, 2001, before me personally came **Donald D. Davis** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.


Notary Public

March 8, 2004
My Commission Expires (Date)



Elias N. Glytsis

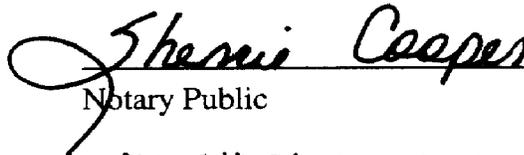
Date: May 17, 2001

United States of America

State of **GEORGIA**

County of **DEKALB**

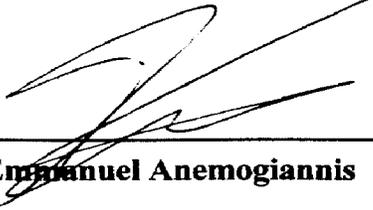
On this 17th day of May, 2001 before me personally came **Elias N. Glytsis** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.



Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires April 30, 2002

My Commission Expires (Date)



Emmanuel Anemogiannis

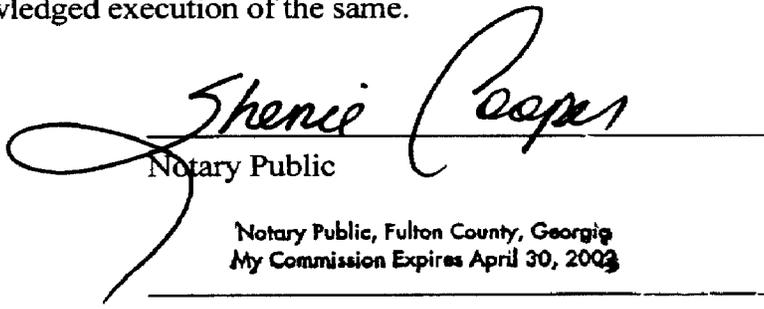
Date: 5/17/01

United States of America

State of

County of

On this 17th day of May, 2001, before me personally came **Emmanuel Anemogiannis** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.


Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires April 30, 2003

My Commission Expires (Date)