

06-06-2001

Docket No.: 514.1005

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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P08A/REV02

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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Tab settings

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

1. Name of conveying party(ies):

Peter SNAWERDT

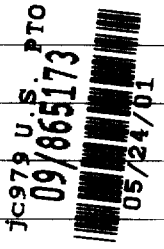
05/24/01

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

Name: Oyster Optics, Inc.

Address: 853 Seventh Avenue

Apartment 6E



Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

City: New York State/Prov.: N.Y.

Country: U.S.A. ZIP: 10019

Execution Date: May 22, 2001

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

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

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No. Filing date

B. Patent No.(s)

To Be Assigned

Herewith

09/86 5173

Additional numbers Yes No

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

Name: William C. Gehris

Registration No. 38,156

Address: DAVIDSON, DAVIDSON & KAPPEL, LLC

485 Seventh Avenue

14th Floor

City: New York State/Prov.: N.Y.

Country: U.S.A. ZIP: 10018

6. Total number of applications and patents involved: 1

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

50-0552

05/30/2001 JBALIMAN 00000006 09063173

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40.00 DP

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 C. Gehris, Reg. No. 38,156

May 24, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

3 PATENT

REEL: 011852 FRAME: 0971

Docket No.: 514.1001

ASSIGNMENT

WHEREAS, I(WE), Peter SNAWERDT residing at 267 Loggerhead Drive, Melbourne Beach, FL 32951, respectively ASSIGNOR(S), have(has) invented certain new and useful improvements in a **PHASE-MODULATED FIBER OPTIC TELECOMMUNICATIONS SYSTEM AND METHOD**

for which I am (we are) about to execute an application for a Patent of the United States which is executed on _____ (date(s))
 which is identified by Davidson, Davidson & Kappel, LLC, Docket No. 514.1005
 which is filed on _____ Serial No. _____
 I (we) hereby authorize and request our attorney, Davidson, Davidson & Kappel, LLC of 1140 Avenue of the Americas, 15th Floor, New York, New York 10036 to insert here in parentheses (Application number _____, filed _____) the filing date and application number of said application when known; and

WHEREAS, OYSTER OPTICS, INC., a Delaware corporation, having a place of business in New York, New York, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me(us) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I(we), the said ASSIGNOR(S), have(has) sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and

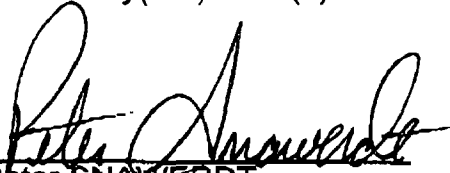
I(WE) HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

I(WE) HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I(we) have not executed, and will not execute, any agreement in conflict herewith; and

I(WE) HEREBY further covenant and agree that I(we) will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me(us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I(we) hereunto set my(our) hand(s) and seal(s) the day and year set opposite my(our) signature(s).

Dated: May 22, 2001


Peter SNAWERDT