



07-10-2001

FORM PTO-1595

RECC



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U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

101771403

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

<p>1. Name of conveying party(ies): <u>62501</u> Byoung Yoon Kim and Benjamin Vakoc Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Novera Optics, Inc. Street Address: 401 Charcot Avenue City/State/Zip: San Jose, CA 95131 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 05/30/2001 and 06/02/2001

4. Application number(s) or patent number(s): 09/801,566
 If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): <u>09/801,566</u>	B. Patent No.(s):
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Additional numbers attached? Yes No

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

Name: Paul Davis
Internal Address: FH 1-2
Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304-1050

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

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-2415
 (Attorney Docket No.: 21501-731)

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.

Paul Davis
Name of Person Signing

Signature

6/25/01
Date

Total number of pages including cover sheet, attachments, and document: [2]

07/09/2001 TDIAZ1 00000124 232415 09801566
01 FC:581 40.00 CH

ASSIGNMENT OF APPLICATION

Docket Number 21501-731

Whereas, the undersigned:

KIM Byoung Yoon
Mountain View, CA 94040VAKOC, Benjamin
Palo Alto, CA 94306

hereinafter termed "Inventors", have invented certain new and useful improvements in

GAIN FLATTENING TUNABLE FILTER

- for which an application for United States Patent was filed on 03/07/01, Application No. 09/801,566
 for which an application for a United States Patent was executed on _____, and

WHEREAS, Novera Optics, Inc., a corporation having a place of business at 401 Charcot Avenue, San Jose, CA 95131, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 6/2/01

Byoung Yoon Kim
Byoung Yoon KIM

Date: 5/30/01

Benjamin Vakoc
Benjamin VAKOC