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PATENT



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JC872 U.S. PTO
09/895342
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Area Code and Telephone (650) 858-7997

Name Edward A. Van Gieson

Address (line 1) Fenwick & West LLP

Address (line 2) 2 Palo Alto Square

Address (line 3) Palo Alto, CA 94306

Address (line 4)

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Patent Number(s)

09/895340						

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year 06292001

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned

PCT		PCT		PCT	
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Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 19-2555

Authorization to charge additional fees: Yes No

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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.

Edward A. Van Gieson
Name of Person Signing


Signature

June 29, 2001
Date

AFTER RECORDING PLEASE RETURN TO:

Edward A. Van Gieson, Esq.
Fenwick & West LLP
Two Palo Alto Square
Palo Alto, CA 94306

Case 5685 US

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to ONI Systems Corp., a Delaware corporation, having a place of business at 166 Baypointe Parkway, San Jose, CA 95134-1621 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the application for United States Letters Patent entitled: **SYSTEM AND METHOD FOR STAGGERED STARTING OF EMBEDDED SYSTEM MODULES IN AN OPTICAL NODE ("APPLICATION")**, which:

is to be filed herewith
 was filed on _____, (YYYY), now bearing U.S. serial number _____

and for which a Declaration was executed by INVENTOR on the date(s) below; and

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; and (c) any patents which may be granted on the applications set forth in (a) and (b) above.

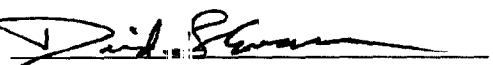
INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

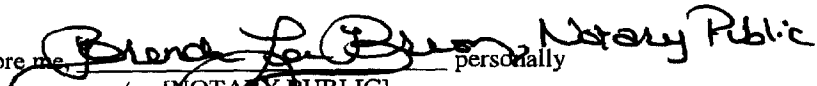
INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recodification of this document.

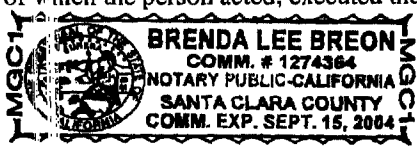
This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.


<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
 DAVID LAWRENCE EVANS	<u>29 June 2001</u>	<u>29 June 2001</u>

State of California
County of Santa Clara

On June 29, 2001 before me,  Notary Public
[DATE] [NOTARY PUBLIC] personally

appeared DAVID LAWRENCE EVANS personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument




Notary
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