	-2001 ET U.S. DEPARTMENT OF COMMERCE
OMB No. 0651-0011 (exp. 4/94) Fab settings ⇔ ⇔ ▼	Patent and Trademark Office
To the Henerable Commissioner of Rol	attached original documents or conv thereof
1. Name of conveying party(ies):	30065 attached original documents of copy thereof.
Erik V. Johnson	Name: Nortel Networks Limited
Edward H. Sargent	Internal Address:
08/20/01	internal Address.
Additional name(s) of conveying party(ies) attached?	
3. Nature of conveyance:	
Assignment	Street Address: 2351 Boulevard Alfred-Nobel
Security Agreement Change of Name	St. Laurent, Quebec H4S 2A9, Canada
Other	City: State: ZIP:
Execution Date: August 11, 2001	Additional name(s) & address(es) attached?
If this document is being filed together with a new application A. Patent Application No.(s) Additional numbers	B. Patent No.(s)
/ Additional vicinosis	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name: Lindsay J. McGuinness	7. Total fee (37 CFR 3.41)ss 40.00
Internal Address: Nortel Networks Limited	_ X Enclosed
Patent Department	_1
MS E65-60-403	Authorized to be charged to deposit account
Street Address: 600 Technology Park Drive	B. Deposit account number:
City: Billerica State: MA ZIP: 01821	(Attach duplicate copy of this page if paying by deposit account)
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Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

(Form PTO--1595--Recordation Form Cover Sheet - page 1 of 3)

ASSIGNMENT

ASSIGNOR:

Erik V. Johnson

Edward H. Sargent

ASSIGNEE:

Nortel Networks Limited

World Trade Center of Montreal

380 St. Antoine Street West, 8th Floor

Montreal, Quebec H2Y 3Y4

Canada

STATE OF INCORPORATION OF ASSIGNEE: N/A

INVENTION:

OPTICAL AUTOMATIC GAIN CONTROL BASED ON

STABLE, NON-ABSORBING OPTICAL HARD LIMITERS

ATTORNEY DOCKET:

2204/C04

SERIAL NO:

Not yet assigned

FILED:

Herewith

Assignor is the sole inventor (if only one inventor is listed above) or a joint inventor (if more than one inventor is listed above) of the above invention (the "Invention") described in a United States patent application (the "Application") bearing the above attorney docket number and having as a title the above name for the Invention. The Application has a Patent and Trademark Office filing date and serial number as indicated above, or if no filing date and serial number are shown, has a Declaration executed by Assignor contemporaneously with this Assignment.

For valuable consideration, receipt of which is acknowledged, each Assignor hereby assigns to Assignee (which term shall include Assignee's successors and assigns), all of Assignor's right, title and interest in the Invention, all improvements therein, the Application and

PATENT REEL: 012116 FRAME: 0163 all priority rights arising therefrom, and any patents, and any reissues and extensions thereof, which issue in any country upon any patent applications which correspond with any of the following: the Application, any divisional, continuation-in-whole, or substitute United States application which is based on the Application; or any continuation-in-part United States application (including divisions, continuations-in-whole or -in-part, and substitutions thereof or therefor) based in-part on any of the above described applications.

Each Assignor further agrees that such Assignor and Assignor's heirs and legal representatives will, without further consideration, cooperate with Assignee in the prosecution of all of the above applications, execute, verify, acknowledge and deliver all such further papers, including applications for patents and for reissues and extensions therefor, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignor relating to the Invention, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee. Each Assignor further agrees that such Assignor will, without further compensation to Assignor during the term of such Assignor's employment by Assignee and thereafter for reasonable compensation as determined by Assignee, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee.

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Date: AUG 9/2001	Erik V. Johnson, Assignor
CITY OF)
PROVINCE OF) ss.)
Before me, a notary public in and for said of Johnson, to me known to be the person described in duly sworn, acknowledged his signature on the forethe same to be his free act and deed on the date writering.	egoing instrument in my presence and declared
(seal)	Notary Public My Commission Expires:

IN WITNESS WHEREOF, Assignors hereby execute this instrument on the date set forth

below.

Date: (((4) 1) 200)	Edward H. Sargent, Assignor
CITY OF)
PROVINCE OF) ss.

Before me, a notary public in and for said county and state, personally appeared Edward H. Sargent, to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged his signature on the foregoing instrument in my presence and declared the same to be his free act and deed on the date written above opposite his signature.

Notary Publ	ic	
My Commis	ssion Expires:	

(seal)

02204/00C04 166114.1

RECORDED: 08/20/2001

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