

09-13-2001

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Attorney Docket No. 4659/10

9-4-01

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RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies): Anastasios TZATHAS; Moon W. KIM; Abdella BATTOU Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Princeton Optical Systems, Inc. Internal Address: Street Address: 960 Holmdel Road, Building 1 City: Holmdel State: New Jersey ZIP: 07733 Country: U.S.A. Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Dates: May 3, 2001; May 21, 2001; July 24, 2001			
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. 09/795,950 filed on February 28, 2001 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence should be mailed: BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP 900 Third Avenue New York, New York 10022 (212) 895-2000		6. Total number of applications and patents involved: 1 7. Total fee (37 C.F.R. § 3.41): \$ 40.00 <input checked="" type="checkbox"/> Check enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 02-4270 (Attach duplicate copy of this page by deposit account) Please charge any additional fees required, or credit any overpayment, to the above deposit account	

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.

Name of Person Signing: Ralph F. Hoppin, Reg. #38,494 Signature Ralph F. Hoppin Date 8/30/01

Total number of pages including cover sheet, attachments and document: 10

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

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ASSIGNMENT

WHEREAS, we, **Anastasios TZATHAS**, a citizen of the United States, residing at 41 Yellowstone Lane, Howell, NJ 07731; **Moon W. KIM**, a citizen of the United States, residing at 5772 Highbluff Terrace, Pleasanton, CA 94588; and **Abdella BATTOU**, a citizen of the United States, residing at 15301 Sweetridge Road, Silver Spring, MD 20905; have invented one or more inventions (hereinafter referred to as "said invention(s)") disclosed in an application for Letters Patent of the United States titled "**NODE ARCHITECTURE FOR MODULARIZED AND RECONFIGURABLE OPTICAL NETWORKS, AND METHODS AND APPARATUS THEREFOR**" (hereinafter referred to as "said application"), said application having been filed on February 28, 2001, and assigned application no. 09/795,950;

WHEREAS, **Princeton Optical Systems, Inc.** (hereinafter together with its successors and assigns referred to as "the Assignee"), a Delaware company, whose address is: 960 Holmdel Road, Building 1 Ground Floor, Holmdel, NJ 07733, is desirous of obtaining all right, title and interest in, to and under said invention(s) and said application; and

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which we hereby acknowledge, we have sold, assigned, transferred and set over, and by these presents hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under said invention(s) and said application, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said application, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by us had this Assignment not been made. We hereby authorize the Assignee to file patent applications in any and all countries on any or all of said invention(s) in our names, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise.

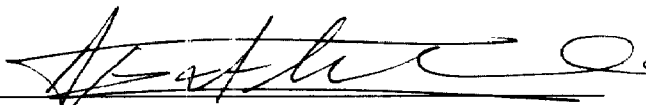
We hereby authorize the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

We hereby represent and warrant that we have the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that we will not execute any instrument or grant or

transfer any rights or interests inconsistent with the rights and interests granted herein. We hereby covenant and agree that we will, upon request of the Assignee, communicate to the Assignee any facts known to us relating to said invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said invention(s) in all countries.

IN TESTIMONY WHEREOF, we have executed this document on the date indicated below.

Date: 5/21/01


(Signature) **Anastasios TZATHAS**

Date: _____

(Signature) **Moon W. KIM**

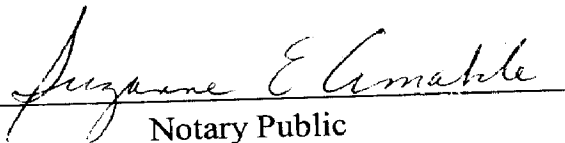
Date: _____

(Signature) **Abdella BATTOU**

STATE OF NEW JERSEY)
)
COUNTY OF MORMOUTH) SS.:



On this 21st day of MAY, 2001, before me came **Anastasios TZATHAS**, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he/she has acknowledged to me that he/she has executed the same.


Notary Public

ASSIGNMENT

WHEREAS, we, **Anastasios TZATHAS**, a citizen of the United States, residing at 41 Yellowstone Lane, Howell, NJ 07731; **Moon W. KIM**, a citizen of the United States, residing at 5772 Highbluff Terrace, Pleasanton, CA 94588; and **Abdella BATTOU**, a citizen of the United States, residing at 15301 Sweetridge Road, Silver Spring, MD 20905; have invented one or more inventions (hereinafter referred to as "said invention(s)") disclosed in an application for Letters Patent of the United States titled "**NODE ARCHITECTURE FOR MODULARIZED AND RECONFIGURABLE OPTICAL NETWORKS, AND METHODS AND APPARATUS THEREFOR**" (hereinafter referred to as "said application"), said application having been filed on February 28, 2001, and assigned application no. 09/795,950;

WHEREAS, **Princeton Optical Systems, Inc.** (hereinafter together with its successors and assigns referred to as "the Assignee"), a Delaware company, whose address is: 960 Holmdel Road, Building 1 Ground Floor, Holmdel, NJ 07733, is desirous of obtaining all right, title and interest in, to and under said invention(s) and said application; and

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which we hereby acknowledge, we have sold, assigned, transferred and set over, and by these presents hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under said invention(s) and said application, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said application, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by us had this Assignment not been made. We hereby authorize the Assignee to file patent applications in any and all countries on any or all of said invention(s) in our names, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise.

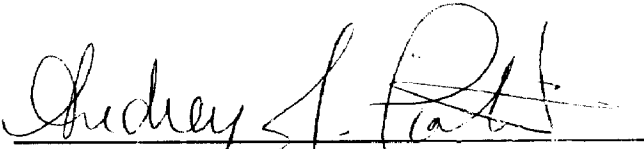
We hereby authorize the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

We hereby represent and warrant that we have the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that we will not execute any instrument or grant or

STATE OF New Jersey)
)
COUNTY OF Monmouth) ss.:

On this 24th day of July, 2001, before me came **Moon W. KIM**, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he/she has acknowledged to me that he/she has executed the same.

Audrey J. Platti
A Notary Public of New Jersey
No. 2203180
My Commission Expires July 2, 2002



Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of _____, 2001, before me came **Abdella BATTOU**, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he/she has acknowledged to me that he/she has executed the same.

Notary Public

ASSIGNMENT

WHEREAS, we, **Anastasios TZATHAS**, a citizen of the United States, residing at 41 Yellowstone Lane, Howell, NJ 07731; **Moon W. KIM**, a citizen of the United States, residing at 5772 Highbluff Terrace, Pleasanton, CA 94588; and **Abdella BATTOU**, a citizen of the United States, residing at 15301 Sweetridge Road, Silver Spring, MD 20905; have invented one or more inventions (hereinafter referred to as "said invention(s)") disclosed in an application for Letters Patent of the United States titled "**NODE ARCHITECTURE FOR MODULARIZED AND RECONFIGURABLE OPTICAL NETWORKS, AND METHODS AND APPARATUS THEREFOR**" (hereinafter referred to as "said application"), said application having been filed on February 28, 2001, and assigned application no. 09/795,950;

WHEREAS, **Princeton Optical Systems, Inc.** (hereinafter together with its successors and assigns referred to as "the Assignee"), a Delaware company, whose address is: 960 Holmdel Road, Building 1 Ground Floor, Holmdel, NJ 07733, is desirous of obtaining all right, title and interest in, to and under said invention(s) and said application; and

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which we hereby acknowledge, we have sold, assigned, transferred and set over, and by these presents hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under said invention(s) and said application, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said invention(s) or upon said application, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by us had this Assignment not been made. We hereby authorize the Assignee to file patent applications in any and all countries on any or all of said invention(s) in our names, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise.

We hereby authorize the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

We hereby represent and warrant that we have the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that we will not execute any instrument or grant or

STATE OF _____)
)
) ss.:
)
COUNTY OF _____)

On this ___ day of _____, 2001, before me came **Moon W. KIM**, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he/she has acknowledged to me that he/she has executed the same.

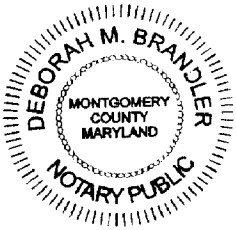
Notary Public

STATE OF Maryland)
)
) ss.:
)
COUNTY OF Montgomery)

On this 3 day of May, 2001, before me came **Abdella BATTOU**, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he/she has acknowledged to me that he/she has executed the same.

Deborah M. Brandler

Notary Public



Deborah M. Brandler, Notary Public
Montgomery County
State of Maryland
My Commission Expires Apr. 1, 2003