



Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

101862050

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PATENTS ONLY

9.2601

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

1. Name of conveying party(ies):
Chris D. Koch, Robert M. Lund
Milton J. Johnson, Jeffrey T. Kays
Joseph J. Knudsen, Joel K. Lagerquist
Daniel R. Oelke, and Steven J. Talus
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Optical Solutions, Inc.
Suite 300
16305 36th Ave. North
Minneapolis, Minnesota 55446-2698
(763) 268-3300
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: September 14 and 17, 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. Patent No.(s)

Attorney Docket No. 09775810-0035
09/873,933

Additional numbers attached Yes No

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

Jordan A. Sigale, Esq.
Sonnenschein Nath & Rosenthal
Post Office Box 061080
Wacker Drive Station
Sears Tower
Chicago, Illinois 60606-1080
(312) 876-8000

6. Total number of applications and patents involved: One (1)

7. Total fee (27 CFR 3.41).....\$40.00

Enclosed
 Authorized to be charged to deposit account
any additional fees

8. Deposit account number: 19-3140

(Attach duplicate copy of this page if paying by 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.

Jordan A. Sigale, Esq. (39,028)
Name of Person Signing

Signature

September 21, 2001
Date

Total number of pages including cover sheet, attachments, and documents: 9

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

10/01/2001 GTOW11 00000040 09873933
11326874V-1

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ASSIGNMENT

WHEREAS, Robert M. Lund, residing at 5053 Yvonne Terrace, Edina, Minnesota 55436; referred to as ASSIGNOR, a citizen of the United States of America, has invented a certain invention entitled: "SYSTEM FOR CORRELATING A SUBSCRIBER UNIT WITH A PARTICULAR SUBSCRIBER IN A PASSIVE OPTICAL NETWORK," for which U.S. Application No. 09/873,933 was filed on June 4, 2001;

WHEREAS, OPTICAL SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Minnesota, having a principal place of business at 16305 36th Ave. North, Suite 300, Minneapolis, Minnesota 55446-2698, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

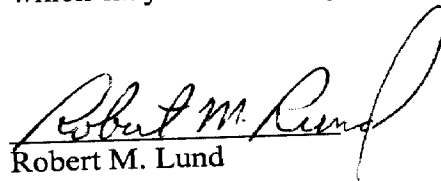
Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention and all Letters Patent of the United States to be obtained therefor on said application or any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNOR also assigns all of its right, title and interest in and to said invention in all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International priority.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

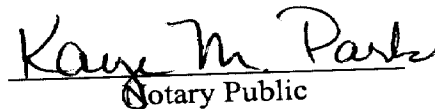
ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

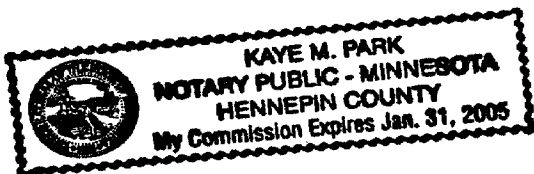
September 14, 2001
Date: September 14, 2001


Robert M. Lund

STATE OF MINNESOTA)
) SS
COUNTY OF Hennepin)

On this 14th day of September, 2001 before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Robert M. Lund, known to me, who being duly sworn by me according to law, on his oath did depose and make proof to my satisfaction his identity at the time of the execution hereof; and that he signed, sealed and delivered the instrument as his voluntary act and deed.


Notary Public



11320977V-1

ASSIGNMENT

WHEREAS, Milton J. Johnson, residing at 18005 Jacquard Path, Lakeville, Minnesota 55044; referred to as ASSIGNOR, a citizen of the United States of America, has invented a certain invention entitled: "SYSTEM FOR CORRELATING A SUBSCRIBER UNIT WITH A PARTICULAR SUBSCRIBER IN A PASSIVE OPTICAL NETWORK," for which U.S. Application No. 09/873,933 was filed on June 4, 2001;

WHEREAS, OPTICAL SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Minnesota, having a principal place of business at 16305 36th Ave. North, Suite 300, Minneapolis, Minnesota 55446-2698, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:


NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention and all Letters Patent of the United States to be obtained therefor on said application or any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNOR also assigns all of its right, title and interest in and to said invention in all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International priority.

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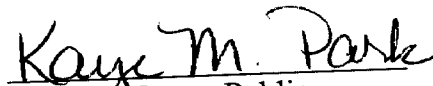
ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

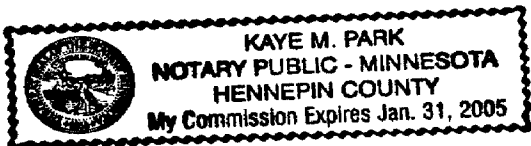

Milton J. Johnson

Date: September 14, 2001

STATE OF MINNESOTA)
) SS
COUNTY OF Hennepin)

On this 14th day of September, 2001 before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Milton J. Johnson, known to me, who being duly sworn by me according to law, on his oath did depose and make proof to my satisfaction his identity at the time of the execution hereof; and that he signed, sealed and delivered the instrument as his voluntary act and deed.


Notary Public



11320982\V-1

ASSIGNMENT

WHEREAS, Jeffrey T. Kays, residing at 13986 Quince St. NW, Andover, Minnesota 55304; referred to as ASSIGNOR, a citizen of the United States of America, has invented a certain invention entitled: "SYSTEM FOR CORRELATING A SUBSCRIBER UNIT WITH A PARTICULAR SUBSCRIBER IN A PASSIVE OPTICAL NETWORK," for which U.S. Application No. 09/873,933 was filed on June 4, 2001;

WHEREAS, OPTICAL SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Minnesota, having a principal place of business at 16305 36th Ave. North, Suite 300, Minneapolis, Minnesota 55446-2698, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

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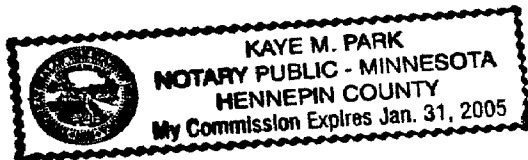
Jeffrey T. Kays
Jeffrey T. Kays

Date: September 14, 2001

STATE OF MINNESOTA)
) SS
COUNTY OF Hennepin)

On this 14th day of September, 2001 before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Jeffrey T. Kays, known to me, who being duly sworn by me according to law, on his oath did depose and make proof to my satisfaction his identity at the time of the execution hereof; and that he signed, sealed and delivered the instrument as his voluntary act and deed.

Kaye M. Park
Notary Public



11320988V-1

ASSIGNMENT

WHEREAS, Joseph J. Knudsen, residing at 6525 Oak Rd, Hugo, Minnesota 55038; referred to as ASSIGNOR, a citizen of the United States of America, has invented a certain invention entitled: "SYSTEM FOR CORRELATING A SUBSCRIBER UNIT WITH A PARTICULAR SUBSCRIBER IN A PASSIVE OPTICAL NETWORK," for which U.S. Application No. 09/873,933 was filed on June 4, 2001;

WHEREAS, OPTICAL SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Minnesota, having a principal place of business at 16305 36th Ave. North, Suite 300, Minneapolis, Minnesota 55446-2698, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

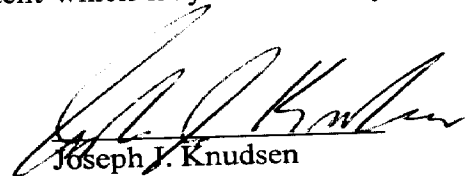
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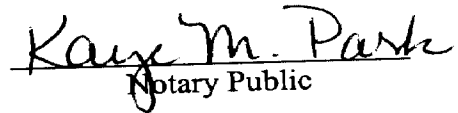
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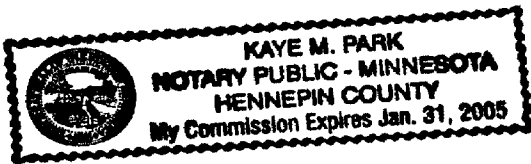

Joseph J. Knudsen

Date: September 17, 2001

STATE OF MINNESOTA)
) SS
COUNTY OF Hennepin)

On this 17th day of September, 2001 before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Joseph J. Knudsen, known to me, who being duly sworn by me according to law, on his oath did depose and make proof to my satisfaction his identity at the time of the execution hereof; and that he signed, sealed and delivered the instrument as his voluntary act and deed.


Notary Public



11320994V-1

ASSIGNMENT

WHEREAS, Joel K. Lagerquist, residing at ~~1988 Palace Ave~~ ^{2039 Berkeley Ave}, St. Paul, Minnesota 55105-1730, referred to as ASSIGNOR, a citizen of the United States of America, has invented a certain invention entitled: "SYSTEM FOR CORRELATING A SUBSCRIBER UNIT WITH A PARTICULAR SUBSCRIBER IN A PASSIVE OPTICAL NETWORK," for which U.S. Application No. 09/873,933 was filed on June 4, 2001;

WHEREAS, OPTICAL SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Minnesota, having a principal place of business at 16305 36th Ave. North, Suite 300, Minneapolis, Minnesota 55446-2698, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

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Date: September 17, 2001

Joel K. Lagerquist
Joel K. Lagerquist

STATE OF MINNESOTA)
) SS
COUNTY OF Hennepin)

On this 17th day of September, 2001 before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Joel K. Lagerquist, known to me, who being duly sworn by me according to law, on his oath did depose and make proof to my satisfaction his identity at the time of the execution hereof; and that he signed, sealed and delivered the instrument as his voluntary act and deed.

Kaye M. Park
Notary Public



ASSIGNMENT

WHEREAS, Daniel R. Oelke, residing at 7330 Odean Ave NE, Elk River, Minnesota 55330; referred to as ASSIGNOR, a citizen of the United States of America, has invented a certain invention entitled: "SYSTEM FOR CORRELATING A SUBSCRIBER UNIT WITH A PARTICULAR SUBSCRIBER IN A PASSIVE OPTICAL NETWORK," for which U.S. Application No. 09/873,933 was filed on June 4, 2001;

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Daniel R. Oelke
Daniel R. Oelke

Date: September 14, 2001

STATE OF MINNESOTA)
) SS
COUNTY OF Hennepin)

On this 14th day of September, 2001 before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Daniel R. Oelke, known to me, who being duly sworn by me according to law, on his oath did depose and make proof to my satisfaction his identity at the time of the execution hereof; and that he signed, sealed and delivered the instrument as his voluntary act and deed.

Kaye M. Park
Notary Public



11320985V-1

ASSIGNMENT

WHEREAS, Steven J. Talus, residing at 3943 Niagara Ln N, Plymouth, Minnesota 55446; referred to as ASSIGNOR, a citizen of the United States of America, has invented a certain invention entitled: "SYSTEM FOR CORRELATING A SUBSCRIBER UNIT WITH A PARTICULAR SUBSCRIBER IN A PASSIVE OPTICAL NETWORK," for which U.S. Application No. 09/873,933 was filed on June 4, 2001;

WHEREAS, OPTICAL SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Minnesota, having a principal place of business at 16305 36th Ave. North, Suite 300, Minneapolis, Minnesota 55446-2698, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire interest in, to and under said invention and the United States Letters Patent to be obtained therefor:


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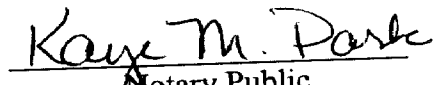
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Steven J. Talus

Date: September 14, 2001

STATE OF MINNESOTA)
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COUNTY OF Hennepin)

On this 14th day of September, 2001 before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Steven J. Talus, known to me, who being duly sworn by me according to law, on his oath did depose and make proof to my satisfaction his identity at the time of the execution hereof; and that he signed, sealed and delivered the instrument as his voluntary act and deed.


Notary Public



11320997V-1