

10-18-2001



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OMB No. 0651-0027 (exp 5/31/2002)

SHEET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies): 10-9-61
 Shin-Sheng Tarng, Slava Yazhgur, Ting K. Yee,
 Peter H. Chang

Additional name(s) of conveying party(ies) attached?
 Yes No

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

Execution Date: 06/5/2001, 06/13/2001, 05/25/2001,
 09/21/2001

2. Name and address of receiving party(ies):
 Name: Kestrel Solutions, Inc.

Internal Address:

Street Address: 2495 Leghorn Street

City: Mountain View
 State: CA Zip: 94043

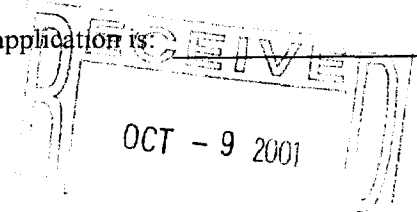
Additional name(s) & address(es) attached?
 Yes No

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):
09/746,370

B. Patent No.(s):

Additional numbers attached? Yes No



5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michael W. Farn, Esq.
 Internal Address: Fenwick & West LLP
 Street Address: Two Palo Alto Square
 City: Palo Alto State: CA Zip Code: 94306

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Check Enclosed
 Fee Transmittal Enclosed
 Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.: _____

01/17/2001 LMUELLER 00000143 09746370
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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.

Michael W. Farn, Reg. No. 41,015
 Name of Person Signing

Michael W. Farn
 Signature

October 3, 2001
 Date

Total number of pages including cover sheet, attachments, documents: 4

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

Case Docket No.: 20852-05366

20852/05366/DOCS/1212026.1

PATENT
REEL: 012246 FRAME: 0239

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 **Kestrel Solutions, Inc.**, a California corporation, having a place of business at 2495 Leghorn Street, Mountain View, CA 94043 ("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 provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **WAVELENGTH-LOCKING OF OPTICAL SOURCES** ("APPLICATION"), which:

- is to be filed herewith
- was filed on December 20, 2000, now bearing U.S. serial number 09/746,370; and

2. The entire worldwide right, title, and interest in and to:
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all 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; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

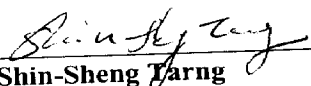
INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

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 not made and will not hereafter make any 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 that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation 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.

Name and Signature _____	Date of Signature	Date Declaration Executed By This Person
 Shin-Sheng Tarn	6/5, 2000	_____, 2000
State of _____ } S.S.		
County of _____ }		

On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]

appeared **Shin-Sheng Tarn** 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/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary

Title of Document: ASSIGNMENT

Re:
Title: WAVELENGTH-LOCKING OF OPTICAL SOURCES
Filed: (if applicable) December 20, 2000
Serial No.: (if applicable) 09/746,370

Name and Signature Slava Yazhgur
Date of Signature 6/13, 2000
Date Declaration Executed By This Person ,2000

State of _____ } S.S.
County of _____ }

On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]

appeared Slava Yazhgur 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/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary

Date of Date Declaration

Name and Signature Ting K. Yee
Date of Signature 5/25, 2000
Date Declaration Executed By This Person 5/25, 2000

State of _____ } S.S.
County of _____ }

On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]

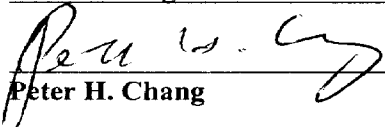
appeared Ting K. Yee personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that [he/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary

Title of Document: ASSIGNMENT

Re:
Title: WAVELENGTH-LOCKING OF OPTICAL SOURCES
Filed: (if applicable) December 20, 2000
Serial No.: (if applicable) 09/746,370

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
 Peter H. Chang	9/21, 2000	_____, 2000

State of _____ } S.S.
County of _____ }

On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]

appeared Peter H. Chang 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/she] executed the same in [his/her] authorized capacity, and that by [his/her] signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary