

10-23-2001  
Barcode  
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To the Honorable Commissioner of Patents and Trademarks: Please see attached original documents or copy thereof.

1. Name of conveying party(ies):  
**David C. Mitchell, Nolan Cunningham, Thomas R. Boyer**  
*10/05/01*  
Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: **CIENA CORPORATION**  
Address: **LEGAL DEPARTMENT**  
**1201 WINTERSON ROAD**  
City: **LINTHICUM** State/Prov.: **MD**  
Country: **US** ZIP: **21090**  
Additional name(s) & address(es)  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: **09/27/01; 10/03/01**

4. Application number(s) or registration numbers(s):  
If this document is being filed together with a new application, the execution date of the application is:  
Patent Application No. Filing date  
**09/844,827 04/27/01**  
Additional numbers  Yes  No

B. Patent No.(s)  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **MICHAEL R. CAMMARATA**  
Registration No. **39,491**  
Address: **CIENA CORPORATION**  
**LEGAL DEPARTMENT**  
**1201 WINTERSON ROAD**  
City: **LINTHICUM** State/Prov.: **MD**  
Country: **US** ZIP: **21090**

6. Total number of applications and patents involved: **1**  
7. Total fee (37 CFR 3.41):.....\$ **40.00**  
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account  
8. Deposit account number:  
**50-0308**

10/22/2001 09:18:00 0000169 300308 09844827 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.*  
**MICHAEL R. CAMMARATA** *[Signature]* **OCTOBER 5, 2001**  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

**5**

**ASSIGNMENT**

WHEREAS I/We, the below named inventor(s), hereinafter referred to as Assignor(s), have made an invention entitled:

**METHOD OF TENSIONING AND POSITIONING A FIBER OPTIC CABLE**

WHEREAS, CIENA Corporation, a corporation of Delaware whose post office address is 1201 Winterson Road, Linthicum, Maryland 21090 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for good and valuable consideration the receipt of which from assignee is hereby acknowledged, I/We, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/We will, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

County of ANNIE ARUNDEL  
State of MD ) ss. 218-62-1458

David C. Mitchell  
8204 Lapping Brook Court  
Laurel, Maryland 20723  
David C. Mitchell  
(Signature)

9/27/01  
(Date)

SEAL

Subscribed and sworn to before me  
this 27 day of September, 2001.

Susan E. Adams, Notary Public

SUSAN E. ADAMS  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 29, 2003

County of Baltimore )  
 ) ss.  
State of Maryland )

Nolan Scott Cunningham  
9605 Birchwood Court E  
Frederick, Maryland 21701

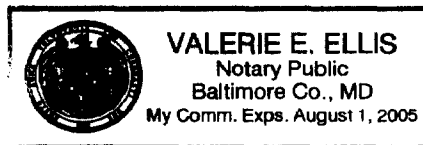
Nolan Scott Cunningham  
(Signature)

10/3/01  
(Date)

SEAL

Subscribed and sworn to before me  
this 3 day of October, 2001.

Valerie E. Ellis, Notary Public



County of ANNE ARUNDEL  
220-98-5969 ) ss.  
State of MARYLAND )

Thomas R. Boyer  
2105 Arrowhead Farms Court  
Gambriels, Maryland 21054

Thomas R. Boyer  
(Signature)

27 SEP 01  
(Date)

SEAL

Subscribed and sworn to before me  
this 27 day of September, 2001.

Susan E. Adams, Notary Public

SUSAN E. ADAMS  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 29, 2003