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

10672 U.S. PTO 09/987766 11/15/01

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

1. Name of conveying party(ies): Dan A. Steinberg, David W. Sherrer, Mindaugas F. Dautartas, and Arden Jeantilus 11/15/01 Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Haleos, Inc. Internal Address: Street Address: 3150 State Street City: Blacksburg State: Virginia Zip: 24060 Additional name(s) & address(es) attached: [] Yes [x] No

3. Nature of Conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: November 12, 2001

4. Application number(s) or patent number(s): 09/987766 If this document is being filed together with a new application, the execution date of the new application is: November 12, 2001 A. Patent Application No.(s): B. Patent No.(s): Additional numbers attached? [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: William E. Powell, III DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP Internal Address: Atty. Dkt.: A1148.0000/P006 Street Address: 2101 L Street NW City: Washington State: DC Zip: 20037-1526

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 04-1073 (Attach duplicate copy of this page if paying by deposit account)

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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. William E. Powell, III Signature Date: November 14, 2001

Total number of pages including cover sheet, attachments, and documents: 8

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this _____ day of _____, _____, by Dan A. Steinberg; David W. Sherrer; Mindaugas F. Dautartas; and Arden Jeantilus (hereinafter referred to as Assignors), residing at 410 Lee Street, Blacksburg, Virginia 24060; 3291 Deer Run Road, Blacksburg, Virginia 24060; 2006 Sycamore Trail, Blacksburg, Virginia 24060; and 1700 Foxhunt Lane, Apt. K, Blacksburg, Virginia 24060, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **OPTICAL ASSEMBLY FOR COUPLING WITH INTEGRATED OPTICAL DEVICES AND METHOD FOR MAKING**, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Haleos, Inc., a corporation organized under and pursuant to the laws of Virginia having its principal place of business at 3150 State Street, Blacksburg, Virginia 24060 (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the

International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions

and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which 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:

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Gary M. Hoffman	26,411	Laurence E. Fisher	37,131	Jeremy A. Cubert	40,399
Thomas J. D'Amico	28,371	Ryan H. Flax	48,141	Gianni Minutoli	41,198
Donald A. Gregory	28,954	John C. Luce	34,378	Michael Bergman	42,318
James W. Brady, Jr.	32,115	William E. Powell, III	39,803	Mark E. Strickland	45,138
Jon D. Grossman	32,699	Patrick T. Skacel	47,948	Salvatore P. Tamburo	45,153
Mark J. Thronson	33,082	Gary L. Veron	39,057	Peter Veytsman	45,920
Eric Oliver	35,307	Mialecka C. Williams-Bibbs	48,037	Christopher S. Chow	46,493
as well as Martin Meder	34,674	Dan A. Steinberg	45,129		

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Dan Steinberg
Dan A. Steinberg

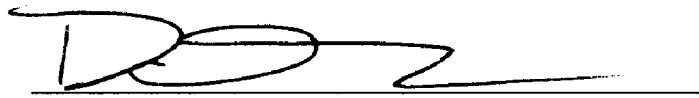
Date: 11/12/01

United States of America)
State of Virginia) ss.:
County of Montgomery)

On this 12th day of November, 2001, before me personally came Dan A. Steinberg, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Diane L. Hughes
Notary Public

My Commission Expires January 31, 2005

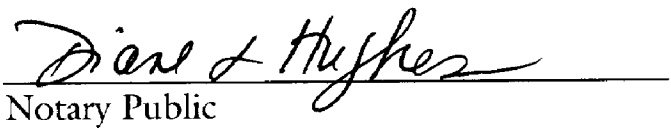


David W. Sherrer

Date: 11/12/01


United States of America)
State of Virginia) ss.:
County of Montgomery)

On this 12th day of November, 2001, before me personally came David W. Sherrer, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.



Notary Public

My Commission Expires January 31, 2005


Mindaugas F. Dautartas

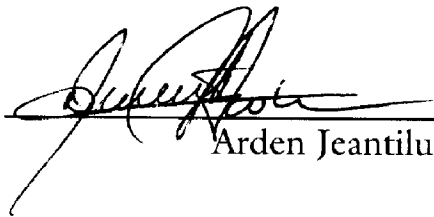
Date: 11/12/01

United States of America)
State of Virginia) ss.:
County of Montgomery)

On this 12th day of November, 2001, before me personally came Mindaugas F. Dautartas, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

My Commission Expires January 31, 2005


Arden Jeantilus

Date: 11/12/01

United States of America)
State of Virginia) ss.:
County of Montgomery)

On this 12th day of November, 2001, before me personally came Arden Jeantilus, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

My Commission Expires January 31, 2005