

11-27-2001

Form PTO-1595
(Rev. 03/01)

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

Tab settings

101901829
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Nomura Jimusho, Inc. *RE*Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

February 28, 2001 and

Execution Date: July 20, 2001

2. Name and address of receiving party(ies)

Name: Neptec, Inc.

Internal Address: _____

Street Address: 535 Madison AvenueCity: New York State: NY Zip: 10022Additional 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)

B. Patent No.(s)

5,463,709

5,559,916

Additional numbers attached? ☐ Yes ☒ No

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

Name: Edward P. KellyInternal Address: Kirkpatrick & Lockhart LLP1251 Avenue of the Americas

Street Address: _____

City: New York, State: NY Zip: 100206. Total number of applications and patents involved: 27. Total fee (37 CFR 3.41).....\$ 80.00☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Edward Kelly
Name of Person SigningEdward Kelly
Signature11/13/01
DateTotal number of pages including cover sheet, attachments, and documents: ☐Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 012312 FRAME: 0346

ASSIGNMENT OF INVENTIONS AND PATENTS

THIS ASSIGNMENT OF INVENTIONS AND PATENTS AGREEMENT (this "Agreement") is effective this 28th day of February, 2001 by and between **Nomura Jimusho, Inc.** a corporation organized under the laws of Japan ("Nomura") and **Neptec, Inc.**, a corporation organized under the laws of the state of Delaware, U.S.A. ("Neptec").

RECITALS

WHEREAS, Nomura and **TOTOKU ELECTRIC CO., LTD.**, a company organized under the laws of Japan ("TOTOKU"), had a joint and undivided interest in and to the inventions and patents listed in **Schedule A** (the "Patents"); and

WHEREAS, Nomura acquired full and exclusive rights and interests in said Patents, subject to the grant of non-exclusive license to TOTOKU, (the "License"); and

WHEREAS, Neptec desires to acquire full and exclusive rights in the Patents from Nomura and Nomura is willing to assign its interests to Neptec subject to Neptec assuming all rights and obligations under the License;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT OF PATENT RIGHTS

(a) Assignment. Nomura does hereby assign, sell, and transfer to Neptec, its successors, assigns and legal representatives, the full and exclusive right to its interest in the Patents for Japan, the United States, all U.S. territorial possessions and all foreign countries, and Neptec hereby acquires said interest, whereby Neptec will hold full and exclusive rights in said Patents, subject to the grant of a non-exclusive license back to Totoku, substantially in the form attached as **Schedule B**.

(b) Purchase Price. The Purchase Price shall be Forty Million Yen (¥40,000,000) in the form of a note substantially in the form attached as **Schedule C**.

2. LETTERS PATENT

Nomura further agrees that Neptec may apply for and receive Letters Patent for the inventions listed in **Schedule A** in its own name in the United States, its territorial possessions, and all foreign countries, to the extent that Nomura possesses the right to do the same; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Neptec, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, and extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to Neptec, its successors, assigns, and legal representatives all facts known to the undersigned relating to said Patents and the history thereof; and generally do everything possible which Neptec, its successors, assigns and legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents on said inventions in Neptec, its successors, assigns and legal representatives.

3. REPRESENTATIONS AND WARRANTIES.

Nomura hereby represents and warrants to Neptec, its successors, assigns and legal representatives that, except for the aforesaid non-exclusive license to TOTOKU, no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by Nomura.

4. LICENSE.

At closing, Nomura shall assign to Neptec all rights and obligations under the License, and Neptec shall assume all obligations to TOTOKU under the License.

In testimony whereof, the undersigned have hereunto set their signatures this 28th day of February, 2001.

NOMURA JIMUSHO, INC.

By: [Signature]
(Name)

Print Name: K. ERIHARA

Title: PRESIDENT

[Signature]
(Witness)

[Signature]
(Witness)

NEPTEC, INC.

By: [Signature]

Print Name: BARRY F. CRUSEMAN

Title: CEO

[Signature]
(Witness)

[Signature]
(Witness)

SCHEDULE A
"Patents"

Location	Title	Patent No.	Issue Date
United States	End-Face Polished Ferrule and Its Method of Manufacture	USP 5,463,709	October 31, 1995
Europe	End-Face Polished Ferrule and Its method of Manufacture	EP 0662366	April 22, 1998
United States	Method for Manufacturing Optical Fiber Assembly with Polished End Face, An End-Face Polishing Apparatus and A Method for Examining the End Point of End-Face Polishing Process of Optical Fiber	USP 5,559,916	September 24, 1996
Europe	Manufacturing Optical Fiber Assembler with Polished End Face, An End-Face	EP 0657247	April 22, 1998
Japan	Method for Manufacturing Optical Fiber Assembly with Polished End Face, An End Face Polishing Apparatus and A Method for Examining the End Point of End-Face Polishing Process of Optical Fiber	JP28964815	March 12, 1999
Japan	End-Face Polished Ferrule and Its method of Manufacture	(Publication HEI-7-159651	June 23, 1995)
Japan	Polishing Equipment and Polishing Technology of Optical Fiber Connector End-Face	HE I7-124215	April 25, 1995
Japan	Polishing Machine for Optical Fiber Connector End-Face	HE I7-132934	May 2, 1995
Europe	Polishing Equipment and Polishing Technology of Optical Fiber Connector End-Face	E-950900	_____

ASSIGNMENT OF UNITED STATES PATENTS

WHEREAS, Neptec, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office address at 110 West Old AJ Highway, Jefferson City, Tennessee 37760 (hereinafter, the "Assignor"), is the owner of certain United States Patents (as such term is defined in that certain Asset Purchase Agreement dated as of June 14, 2001 by and between the Assignor and Neptec Optical Solutions, Inc. (the "Purchase Agreement") and set forth on Schedule 1(d) thereto), all of the foregoing being more specifically identified in Exhibit 1 attached hereto; and

WHEREAS, Neptec Optical Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware, having an office at 535 Madison Avenue, New York, New York 10022 (hereinafter, the "Assignee"), desires to acquire the entire right, title and interest of the Assignor in and to said United States Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor has agreed to sell, assign and transfer, and by these presents does hereby sell, assign and transfer unto the Assignee, its successors, assigns or other legal representatives, Assignor's entire right, title and interest in and to the said United States Patents, along with all improvements thereon and all continuations, continuations-in-part, divisions, reissues, reexaminations, extensions or foreign equivalents thereof, including, without limitation, the claimed subject matters thereof and rights of protection to same throughout the world, including, without limitation, all priority rights and any and all letters patent which may be granted in the United States and foreign countries therefor, and together with all claims of Assignor for profits and damages by reason of past infringement, if any, of said United States Patents with the right to sue for and collect same for Assignee's own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.

Assignor agrees that it will, upon request, cooperate with Assignee to perfect Assignee's rights in the foregoing in accordance with the Purchase Agreement.

Assignor hereby authorizes the Assistant Commissioner for Patents to record this Agreement.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed by a duly authorized corporate officer effective as of the 20th day of July, 2001.

NEPTEC, INC.

By: *Barry F. Crossman*

Name: Barry F. Crossman

Title: CHIEF EXECUTIVE OFFICER

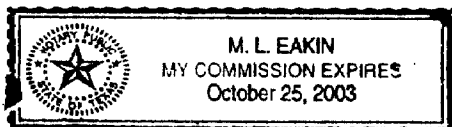
(SEAL)

STATE OF Texas
COUNTY OF Dallas

ss:

On this 20 day of July, 2001, before me personally came Barry F. Crossman to me known, who, being by me duly sworn, did depose and say that he is the CHIEF EXECUTIVE OFFICER of Neptec, Inc., a Delaware corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as such officer.

My commission expires: 10/25/2003



(Notarial Seal)

M. L. Eakin
Notary Public

Exhibit 1

Patents

Location	Title	Patent No.	Issue Date
1. United States	End-Face Polished Ferrule and Its Method of Manufacture	USP 5,463,709	October 31, 1995
2. United States	Method for Manufacturing Optical Fiber Assembly with Polished End Face, An End-Face Polishing Apparatus and A Method for Examining the End Point of End-Face Polishing Process of Optical Fiber	USP 5,559,916	September 24, 1996

Pending Patent Applications

Location	Title	Serial Number	Filing Date
1. United States	Removable Optical Adaptor and Receptor	09/685,116	10/10/00
2. United States	Removable Optical Adaptor and Receptor	09/715,582	11/17/00
3. United States	Network Healing Smart Fiber Optic Switch	09/649,455	08/25/00
4. United States	Extraction Apparatus for a Fiber Optic Connector Component	09/685,115	10/10/00