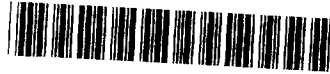


12-31-2001



COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

12.2201

To the Honorable Commissioner of Patents and Trademarks  
documents or copies thereof.

Remarks: Please record the attached original

1. Name of conveying party(ies):

2. Name and address of receiving party(ies)

John F. Klem and Kent D. Choquette	SANDIA CORPORATION P. O. Box 5800 - MS-0161 Albuquerque, New Mexico 87185-0161
------------------------------------	--

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

3. Nature of conveyance:

- Assignment                       Merger
- Security Agreement               Change of Name
- Other:

Execution Date(s): 6/7/2001 and 5/30/2001

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

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)

09/871,492

Filed: 5/31/2001      Issued:

Additional numbers attached?  Yes     No

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

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

Name: Timothy D. Stanley  
Internal Address: Sandia National Laboratories  
Patent & Licensing, 11500  
Mail Stop 0161  
Street Address: P. O. Box 5800

7. Total fee (37 CFR 3.41) \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account number: 19-0131

City: Albuquerque State: NM ZIP: 87185-0161

(Attach duplicate copy of this page if paying by account)

12/31/2001 AWNED1 00000039 190131 09871492  
01 FC:581 40.00 CH

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.

John P. Hohimer

[Signature]  
Signature

11/13/01  
Date

Total number of pages including cover sheet, attachments, and document: 15

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

PATENT  
REEL: 012394 FRAME: 0751

## ASSIGNMENT

WHEREAS, John F. Klem of Albuquerque, New Mexico, and Kent D. Choquette of Urbana, Illinois; has(have) made an invention relating to Long Wavelength Vertical Cavity Surface Emitting Laser in the course of the work authorized by Contract DE-AC04-94AL85000 between SANDIA CORPORATION and the UNITED STATES DEPARTMENT OF ENERGY, said invention being disclosed and claimed in an application for United States patent, identified as DOE Docket No: S-95,488 duly executed by said inventor(s); and

WHEREAS, Inventor(s), in consideration of employment by Sandia Corporation, has(have) agreed, among other things, to assign to Sandia Corporation, its successors and assigns, all rights to inventions, discoveries, or improvements made or conceived in the course of his/her/their their employment; and

WHEREAS, the Government of the United States, as represented by the U.S. Department of Energy has granted a waiver of Government rights in the above-identified invention to Sandia Corporation under Class Waiver W(C)93-012, effective October 1, 1993; and

THEREFORE, Inventor(s) hereby sells, assigns, and transfers unto Sandia Corporation his/her/their entire right, title, and interest in and to said invention and in and to all resulting patents, wherever they may be granted, as well as reissues or extensions of said patents.

Inventor(s) covenants with Sandia Corporation that, except for the rights, if any, of the Government, his/her/their interest in the rights and property herein conveyed is free and clear of any encumbrance and that they have full right to convey the same as herein expressed. They agree, at the request of Sandia Corporation, to make, execute, and deliver to Sandia Corporation, the Government, or other party prosecuting patent applications on this invention, any and all papers, documents, affidavits, applications, statements or other instruments relating to said invention, take all rightful oaths and do all acts as may reasonably be required of him/her/them in or incident to the prosecution of any or all applications on said invention or in the adjustment or settlement of any interferences or other actions or proceedings that said applications or patents thereon may encounter or in which they may become involved.

Signed at Champaign, IL  
(City and State)

Kent D. Choquette  
Kent D. Choquette

June 7, 2001  
Date

STATE OF ILLINOIS )  
) ss:  
COUNTY OF Champaign )



On the dates listed above, personally appeared before me, Dawn Coile, Notary Public, KENT D. CHOQUETTE, to me known to be the individual(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.

Dawn Coile  
Notary Public

Approved and consented to this 1<sup>th</sup> day of June, 2001.

SANDIA CORPORATION

Timothy D. Stanley  
Chief Patent Counsel  
Patent and Licensing Office, MS 0161

## ASSIGNMENT

WHEREAS, John F. Klem of Albuquerque, New Mexico, and Kent D. Choquette of Urbana, Illinois; has(have) made an invention relating to Long Wavelength Vertical Cavity Surface Emitting Laser in the course of the work authorized by Contract DE-AC04-94AL85000 between SANDIA CORPORATION and the UNITED STATES DEPARTMENT OF ENERGY, said invention being disclosed and claimed in an application for United States patent, identified as DOE Docket No: S-95,488 duly executed by said inventor(s); and

WHEREAS, Inventor(s), in consideration of employment by Sandia Corporation, has(have) agreed, among other things, to assign to Sandia Corporation, its successors and assigns, all rights to inventions, discoveries, or improvements made or conceived in the course of his/her/their their employment; and

WHEREAS, the Government of the United States, as represented by the U.S. Department of Energy has granted a waiver of Government rights in the above-identified invention to Sandia Corporation under Class Waiver W(C)93-012, effective October 1, 1993; and

THEREFORE, Inventor(s) hereby sells, assigns, and transfers unto Sandia Corporation his/her/their entire right, title, and interest in and to said invention and in and to all resulting patents, wherever they may be granted, as well as reissues or extensions of said patents.

Inventor(s) covenants with Sandia Corporation that, except for the rights, if any, of the Government, his/her/their interest in the rights and property herein conveyed is free and clear of any encumbrance and that they have full right to convey the same as herein expressed. They agree, at the request of Sandia Corporation, to make, execute, and deliver to Sandia Corporation, the Government, or other party prosecuting patent applications on this invention, any and all papers, documents, affidavits, applications, statements or other instruments relating to said invention, take all rightful oaths and do all acts as may reasonably be required of him/her/them in or incident to the prosecution of any or all applications on said invention or in the adjustment or settlement of any interferences or other actions or proceedings that said applications or patents thereon may encounter or in which they may become involved.

Signed at Albuquerque, New Mexico

*John F. Klem*

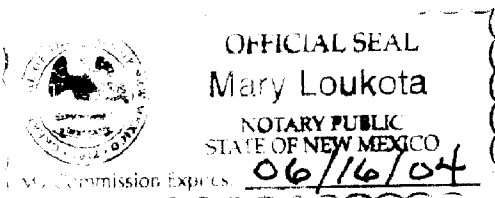
John F. Klem

*5/30/01*

Date

STATE OF NEW MEXICO )  
  ) ss:  
COUNTY OF BERNALILLO )

On the dates listed above, personally appeared before me, Mary Loukota, Notary Public, John F. Klem, to me known to be the individual(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.



*Mary Loukota*  
Notary Public

Approved and consented to this 13 day of June, 2001.

SANDIA CORPORATION

*Timothy D. Stanley*  
Timothy D. Stanley  
Chief Patent Counsel  
Patent and Licensing Office, MS 0161