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SIR:

PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT(S) OR COPY(IES) THEREOF.	
NAME OF CONVEYING PARTY(IES)  Michal Lipson & Lionel C. Kimerling  Additional name(s) of conveying party(ies) attached? No	2. NAME(S) AND ADDRESS(ES) OF RECEIVING PARTY(IES)  Massachusetts Institute of Technology 77 Massachusetts Avenue Cambridge, Massachusetts 02139  Additional name(s) of receiving party(ies) attached? No
3. NATURE OF CONVEYANCE  X Assignment Execution Date: Security Agreement Merger	
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):  Additional numbers attached? No	
5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE DIRECTED:  Matthew E. Connors Samuels, Gauthier, Stevens, LLP 225 Franklin Street Boston, Massachusetts 02110 (617) 426-9180, Extension 112	6. TOTAL NUMBER OF APPLICATIONS AND PATENTS INVOLVED:1  7. TOTAL FEE DUE: \$40.00 (Enclosed)  If any additional fee(s) are due, the Commissioner is hereby authorized to charge the Deposit Order Account noted in item 8.  8. DEPOSIT ACCOUNT NUMBER: 19-0079
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.  Matthew E. Connors	

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail then envelope addressed to the Commissioner of Patents and Trademarks, Washington, D.C.

Total number of pages including cover sheet, attachments, and document: \_4

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Matthew E. Connors Name of Person Signing

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**PATENT REEL: 012417 FRAME: 0559** 

## **ASSIGNMENT**

Know all men by these presents that:

WHEREAS we,

Michal Lipson

117 Riverview Avenue Waltham, MA 02154

and

Lionel C. Kimerling

369 Strawberry Hill Road Concord, MA 01742

have made an invention for

## ALL OPTICAL SWITCH FOR OPTICAL INTEGRATED CIRCUITS

described in the application filed with the United States Patent and Trademark Office on April 3, 2001, as Serial No. 09/825,075, which claims priority under 35 USC §119(e) from United States Provisional Patent Application Serial No. 60/194,253, filed April 3, 2000; and

WHEREAS Massachusetts Institute of Technology a corporation duly organized and existing under the laws of Massachusetts and having a place of business at 77 Massachusetts Avenue, Cambridge, MA 02139, for the benefit of itself, its successors and assigns, all inclusively hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to the said invention, the said application, all inventions disclosed in said application and any and all Letters Patent of the United States and of all other countries which may be granted for the said invention or inventions, or any of them;

NOW, THEREFORE, for good and valuable consideration provided by said Assignee, the receipt whereof is hereby acknowledged, we do hereby sell, assign and transfer to the said Assignee the entire right, title and interest in and to the said invention, inventions and application, including all priority rights arising therefrom, all inventions disclosed in said application, and any and all Letters Patent of the United States, and of all other countries, together with the right to apply for such Letters Patent, which may be granted for the said invention, inventions or any of them,

TO HAVE, HOLD AND ENJOY the said invention, the said application, and the said Letters Patent, to said

## Massachusetts Institute of Technology

its successors and assigns, to its and their own use and behoof to the full end of the term or terms for

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PATENT REEL: 012417 FRAME: 0560 which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

AND we hereby authorize and request the Commissioner of Patents of the United States and the appropriate officers of all foreign patent offices to issue any and all Letters Patent which may be granted on the said application or applications above referred to, or for the said invention, or any of them, to the said Assignee in accordance with the terms of this instrument.

AND we hereby agree to execute and sign without further consideration any other legal document and any other assignments and any divisional, continuing, renewal, reissue or other application in and for all patents that may be appropriate and may be deemed necessary by the Assignee fully to secure to said Assignee its interests as aforesaid in and to the said invention or any part thereof and in and to the said patents or any of them.

AND we further covenant and agree that we will at any time upon request communicate to the said Assignee, its successors, assigns or other legal representatives, any facts known to us relating to the said invention and any patent that may be granted thereon, and will testify as to the same in any interference or litigation when requested to do so.

AND we hereby covenant for ourselves and our legal representatives that we have not hitherto assigned or granted any license to make, use or sell said invention, and that we will not henceforth purport to assign, license or execute any instrument to that effect in conflict with this assignment.

10/9/01 Data

RECORDED: 01/03/2002

Michal Lipson

16- 27-0 | Date

Lionel C. Kimerling