

01-31-2002

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

To the Honorable Commissioner

ached original documents or copy thereof

1. Name of conveying party(ies).

Jason Zweiback (Nov 9, 2001), Joshua E. Rothenberg
(Nov 26, 2001), Jan Popelek (Nov 26, 2001), and Roger
F. Caldwell (Nov 2, 2001)

Additional name(s) of conveying party(ies)
attached?

☐ Yes ☒ No

3. Nature of Conveyance:

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

Execution Date: see Box 1, conveying parties

Name: Phaethon Communications

Internal Address:

Street Address:
5005 Brandin Court

City: Fremont

State: CA

Zip: 94538-3140

Additional 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 new application is:

A. Patent Application No.(s):

09/957,443

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael A. Papalas
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.:60901/P001CP1/10103155

Street Address: 2200 Ross Avenue
Suite 2800

City: Dallas State: TX Zip: 75201

6. Total number of applications and
patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

06-2380

(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.

Michael A. Papalas
Name of Person Signing

Signature

December 10, 2001
Date

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

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an
envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: December 10, 2001

Signature: Joy H. Perigo (Joy H. Perigo)

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PATENT
REEL: 012478 FRAME: 0460

ASSIGNMENT BY INVENTORS

~~Jan Popelk~~
~~Don Popelk~~ **THIS ASSIGNMENT**, made by Jason Zweiback; Joshua E. Rothenberg, Ph.D.;
Don Popelk; and Roger F. Caldwell (hereinafter referred to as Assignors), residing at 755 Old
Canyon Road, Fremont, California 94536; 1885 Crestmont Drive, San Jose, California 95124;
792 McDuff Ave., Fremont, California 94539; and 322 Summerwind Drive, Milpitas,
California 95035, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in
LITHOGRAPHIC METHOD FOR MANUFACTURING A MASK USED IN THE
FABRICATION OF A FIBER BRAGG GRATING, set forth in a Patent application for Letters
Patent of the United States, already filed on September 18, 2001 as U.S. Application No.
09/957,443; and

WHEREAS, Phaethon Communications, a Corporation organized under and
pursuant to the laws of Delaware having its principal place of business at 5005 Brandin Court,
Fremont, California 94538-3140 (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
therefore and thereon.

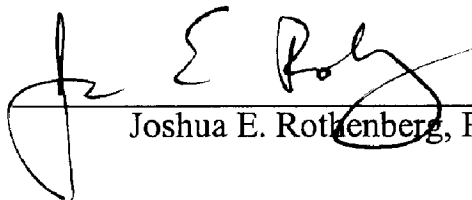
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and
sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold,
assigned, transferred and set over, and by these presents do sell, assign, transfer and set over,
unto Assignee, its successors, legal 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.

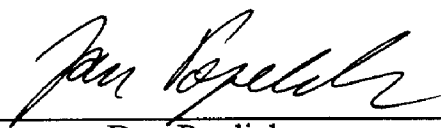

Joshua E. Rothenberg, Ph.D.

Date: 11/26/01

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me
personally came Joshua E. Rothenberg, Ph.D., to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public



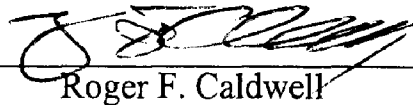
~~Don Poplick~~
Jan Popelek

Date: 11/26/2001

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me
personally came Don Poplick, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public


Roger F. Caldwell

Date: 11-2-2001

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me
personally came Roger F. Caldwell, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public