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Name (line1)	TiNi Allo	y Company			
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## ASSIGNMENT

WHEREAS the undersigned **A. David Johnson**, resident of San Leandro, California, county of Alameda, state of California, and **David Hice**, resident of Morgan Hill, California, county of Santa Clara, state of California, (hereinafter collectively termed "Inventors"), have invented certain new and useful improvements in

Shutter For Fiber Optic Systems

[X] (not accompanying application)

for which an application for a United States patent was filed on Sept. 29, 2001, having application serial no. 09/968.740; and

WHEREAS, TiNi Alloy Company, a corporation of the state of California having a place of business at San Leandro, California (hereinafter termed "Assignee") is desirous of acquiring the entire right, title and interest in and to said application and invention disclosed therein, and in and to all embodiments of the invention heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration acknowledged by said inventors to have been received in full from said Assignee:

1. Said Inventors hereby sell, assign, transfer and convey to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to said application, said invention and said patents, and to any and all Letters Patent that may be granted upon such application, and any continuation, continuation-in-part, divisional and substitution application related hereto, and in and to any application for said invention or improvements which may be filed in any country foreign to the United States, and in and to any and all Letters Patent that may be granted upon such patents and patent application, and any reissue or extension thereof, and all of Inventor's rights under the International Convention for the Protection of

Industrial Property and any other treaty relating to intellectual property.

2. Inventors further covenant and agree to cooperate with Assignee, its successors, legal representatives and assigns, in order to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by Assignee (a) for perfecting in Assignee the entire right, title and interest herein conveyed; (b) for prosecuting and maintaining any of said patents and patent application; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for the reissue of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expenses incurred by Inventors in providing such cooperation shall be paid for by Assignee.

3. Inventors further agree that the terms, covenants and conditions of this assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Inventors, their successors, legal representatives and assigns; and Inventors agree to the recording of this Assignment in the United States Patent and Trademark Office.

4. Inventors hereby warrant and represent that they have not entered and will not enter into any agreement, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, Inventors have executed and delivered this instrument to Assignee on the dates they have entered below.

Dated:	J9D sconder, 2001	$\mathcal{Q}^{c}$
		A. Da

County of ) ss. State of

A. David Johnson

Page - 2 -

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,

\_\_\_\_\_, Notary Public of the State of \_\_\_\_\_

\_\_\_\_\_, personally know to me (or proved to me on the basis of personally appeared \_\_\_\_\_ satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature		(seal)
Dated: /-//-02 ==	2001 Aland Dece David Hice	
County of	)	
	) ss.	
State of	)	
On this day of	, in the year, before me,	
, Notary	Public of the State of	
personally appeared	, personally know to me (or proved to me on the	e basis of
	rson whose name is subscribed to the within instrument, a	
acknowledged that he/she execu	ted the same in his/her authorized capacity(ies), and that	at by his/her
•	erson, or entity upon behalf of which the person acted, exe	
instrument.		

WITNESS my hand and official seal.

Notary Signature
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(seal)

**RECORDED: 02/08/2002**