



ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to ONI Systems, Inc. a Delaware corporation, having a place of business at 5965 Silver Creek Valley Road, San Jose, CA 95138 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled SYSTEM AND METHOD FOR SELECTING THE PLACEMENT OF OPTICAL AMPLIFIERS IN AN OPTICAL NETWORK ("APPLICATION"), which:

- is to be filed herewith  
 was filed on December 20, 2001,  
 now bearing U.S. application number 10/037,085 and

2. The entire worldwide right, title, and interest in and to:  
 (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;  
 (c) all utility, divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.


Title of Document: ASSIGNMENT

Re: Kenneth M. Maxham

Title: SYSTEM AND METHOD FOR SELECTING THE PLACEMENT OF OPTICAL AMPLIFIERS IN AN OPTICAL NETWORK

Filed: December 20, 2001

Serial No.: 10/037,085

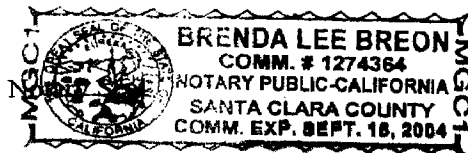
<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
 Kenneth Mark Maxham	<u>Feb 25<sup>th</sup>, 2002</u>	<u>December 20, 2001</u>

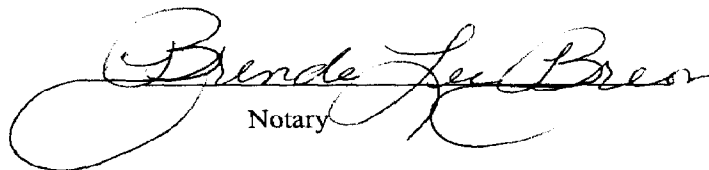
State of California } S.S.  
 County of Santa Clara }

On Feb. 25, 2002 before me, Brenda Lee Breon personally  
 [DATE] [NOTARY PUBLIC]

appeared Kenneth Mark Maxham personally known to me or proved to me on the basis of satisfactory evidence to

be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



  
 Notary