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(Rev. 03/01) OMB No. 0651-0011 (exp. 5/31/02)			Patent and Trademark Office
To the Honorable Commissioner of F	102038189	ıl documents or c	copy thereof.
. Name of conveying part(ies):	2. Name and addre	ess of receiving par	ty(ies)
Tony Mule'	Name:	Georgia To	ech Research Corporation
James D. Meindl Thomas K. Gaylord Elias N. Glytsis Paul Kohl	Street Address:	505 Tenth Atlanta, GA 30	Street, N.W. 0332
Additional name(s) of conveying party(ies) attached?	Additional	Additional name(s) & address(cs) attached?  Yes X No	
3. Nature of conveyance:			
Assignment In Merger Security Agreement Change of Name Other:			OFFICE OF PUBL 2002 Mag 14 FINANCE S
Execution Date: February 18, 2002			
<ol> <li>Application number(s) or patent number(s):</li> </ol>			
If this document is being filed together with a new	w application, the execution date or	f the application is:	RECORDS 9: 49 DTION
A. Patent application No.(s)		B. Patent No.(s)	(7
10/074,067			
Addit	ional numbers attached? 🗌 Yes 🖾 No		
5. Name and address of party to whom correspondence concerning document should be mailed: Scott A. Horstemeyer	6. Total number of	applications/paten	ts involved: [1]
Thomas, Kayden, Horstemeyer & Risley, L.L.P. 100 Galleria Parkway, Suite 1750 Atlanta, Georgia 30339-5948	7. Total fee (37 Cl	FR 3.41) \$40.00	
	Enclo	sed	credit card (attached)
1	8. Deposit Accour	t Number:	
/29/2002 LMUELLER 00000112 10074067	20-0778 (Attach duplicate copy	of this page if paying by	y Deposit Account)
FC:581 40.00 DP II	OO NOT USE THIS SPACE		
<ul> <li>9. Statement and signature.</li> <li>To the best of my knowledge and belief, the foregoing is true copy of the original document.</li> <li>Scott A. Horstemeyer</li> </ul>	information is true and correct and	any attached copy	visa 06/02
Typed Name Docket #: 62004-1970 Total number of pages	Signature, s including cover sheet, attachments, and do	ocument: [8]	Date
Mail documents to	be recorded with required cover sheet in: r of Patents and Trademarks, Box Assig Washington, D.C. 20231	formation to:	

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#### ASSIGNMENT OF UTILITY PATENT APPLICATION

WHEREAS, the following parties:

### <u>Name</u>

**Address** 

Tony Mule'	791 Atlantic Drive,
James D. Meindl	1046 Woodruff Pla
Thomas K. Gaylord	3180 Verdun Drive
Elias N. Glytsis	1985 Poppleford La
Paul Kohl	130 Cameron Glen

791 Atlantic Drive, NW, MC 0269, Atlanta, GA 30332
1046 Woodruff Plantation, Marietta, GA 30067
3180 Verdun Drive, NW, 30305
1985 Poppleford Lane, Dunwoody, GA 30338
130 Cameron Glen Drive, Atlanta, Georgia 30328

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements ("invention(s)") as described and set forth in the below-identified utility application for United States Letters Patent entitled:

### OPTICAL WAVEGUIDES WITH EMBEDDED AIR-GAP CLADDING LAYER AND METHODS OF FABRICATION THEREOF,

which was:

executed on even date herewith, filed with the United States Pater

- filed with the United States Patent and Trademark Office (USPTO) on February 11, 2002, and assigned Serial No. 10/074,067, and
- further described in U.S. Provisional application entitled Guided-wave Optical Interconnection Using Volume Grating Coupler and Air Gap Technologies Embedded Within A Microelectronic Package, filed with the USPTO on February 11, 2001, and assigned Serial No. 60/268,142.

# *Note:* Only one of the first two checkboxes will be checked. The third checkbox will be checked, only if appropriate.

WHEREAS, Georgia-Tech Research Corporation, having a place of business at 505 Tenth Street, N.W., Atlanta, GA 30332-0415, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in and to said invention(s), said utility application, said provisional application, and any U.S. and foreign patents which are related to the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, (a) the entire right, title and interest, for the United States of America, in and to said invention(s), said utility application, and

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said provisional application and all the rights and privileges in any application and under any and all patents that may be granted in the U.S. for said inventions, including all corresponding provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to said invention(s), said utility application, and said provisional application for all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said inventions, said utility application, or said provisional application and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said inventions be issued to ASSIGNEE in the U.S. and to ASSIGNEE in all countries foreign to the U.S., or to such nominee as ASSIGNEE may designate.

ASSIGNOR covenants and agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with the patent applications, patents, or other forms of protection of said invention(s), and for the defense and protection thereof if challenged in the court of law.

ASSIGNOR authorizes ASSIGNEE or its agents to insert, on ASSIGNOR's behalf, the filing date and/or serial number above pertaining to the utility application and/or the provisional application, if not known as of the date of execution of this document.

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Cen My Tony Mule'

2/18/07 Date:

United States of America

State of Georgia

County of Fulton

On this 18th day of February, 2002, before me personally came Tony Mule' to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.

Notary Public

Catherine D. Marks

CATHERINE D MARKS Notary Public, Fulton County, Georgia My Commission Expires June 7, 2005

My Commission Expires (Date)

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James D. Meindl

February 18, 2002 Date:

United States of America

State of Georgia

County of Fulton

On this 18th day of February , 20 02, before me personally came James D. Meindl to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.

Catherine D. Marks Notary Pub Notary Public, Fulton County, Georgia My Commission Expires June 7, 2005

My Commission Expires (Date)

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<u>Thomas K Gaylord</u> Thomas K. Gaylord

Date: Feb. 18, 2002

United States of America

State of Coursia

County of Dekall

**G** On this  $18^{m}$  day of <u>February</u>, 2002 before me personally came **Thomas K. Kaylord** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.

Clane S ter

9-1605 My Commission Expires (Date)

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<u>Flinghhis</u> Elias N. Glytsis

Date: Feb. 18, 2002

United States of America

State of Courses

County of Dekalb

On this  $15^{m}$  day of  $\frac{1}{12}$  before me personally came Elias N. Glytsis to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.

Clamer S. Fay Notary Public

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**Paul Koh** 

2/18/2002 Date:

United States of America

State of Georgia

County of Fulton

On this 18th day of February \_\_\_\_\_, 20 02 before me personally came Paul Kohl to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.

Marks

Notary Public

D.

CATHERINE D MARKS Notary Public, Fulton County, Georgia My Commission Expires June 7, 2005

My Commission Expires (Date)