

RECOR

04-08-2002

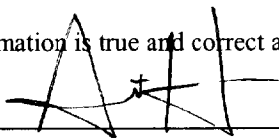


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Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Post Office Box 7068
Pasadena, CA 91109-7068

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies): Rich Adams Additional name(s) of conveying party(ies) attached: No		2. Name and address of receiving party(ies): Name: Cielo Communications, Inc. Street Address: 325 Interlocken Parkway, Bld. A, Broomfield, Colorado 80021			
3. Name of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: March 25, 2002		Additional name(s) & address(es) attached? 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 application is: March 25, 2002 <table border="0"> <tr> <td>A. Patent Application No.(s)</td> <td>B. Patent No.(s)</td> </tr> </table>				A. Patent Application No.(s)	B. Patent No.(s)
A. Patent Application No.(s)	B. Patent No.(s)				
Additional numbers attached? No					
5. Please return the recorded document and address all correspondence to: CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Art Hasan		6. Total number of applications and patents involved..... 1			
10. <input type="checkbox"/> Explanatory letter is enclosed.		7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40.00 8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.			
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. Date: March 26, 2002 By  Name: Art Hasan 626/795-9900					
Express Mail No. <u>EL904750401US</u>					
04/15/2002 LHMELLER 00000265 10106710 01 TC:581 40.00 UP		Total number of pages including cover sheet, attachments, and document: 3			

Docket No. 47134/SAH/C715-CLO199

Sole

ASSIGNMENT

WHEREAS, I, RICH ADAMS, residing at 45 Benthaven Place, Boulder, Colorado 80305, have invented certain new and useful improvements disclosed in an application for United States Letters Patent entitled **HERMETICALLY SEALED OPTICAL SUBASSEMBLY**, executed by me on even date herewith;

AND WHEREAS CIELO COMMUNICATIONS, INC., a Delaware corporation, having a place of business at 325 Interlocken Parkway, Bld. A, Broomfield, Colorado 80021 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said improvements and application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to said improvements, and said application and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY further covenant and agree that I will communicate to ASSIGNEE any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

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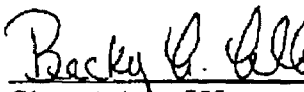
IN TESTIMONY WHEREOF, I hereunto set my hand this 25 day of MARCH, 2002.


Rich Adams

STATE OF Colorado)
COUNTY OF Boulder)

On March 25th 2002, before me Becky A. Albrecht, Notary Public, personally appeared Rich Adams 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary

My Commission Expires 09/03/2003

SAH/jhg

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