

FORM PTO-1595


Docket No. 48162/DMC/S965

# **RECORDATION FORM COVER SHEET PATENTS ONLY**

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:

<p><b>1. Name of conveying party(ies):</b> <b>Edward C. VAIL; Bardia PEZESHKI; and Gideon YOFFE</b></p> <p>Additional name(s) of conveying party(ies) attached: No</p>	<p><b>2. Name and address of receiving party(ies):</b> Name: <b>SANTUR CORPORATION</b> Street Address: <b>40931 Encyclopedia Circle, Fremont, California 94538</b></p> <p>Additional name(s) &amp; address(es) attached? No</p>		
<p><b>3. Name of conveyance:</b></p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: <b>June 3, 2002</b></p>			
<p><b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the application is:</p> <table border="0"> <tr> <td data-bbox="121 1081 706 1144"> <p><b>A. Patent Application No.(s)</b> 10/114,746, filed April 1, 2002</p> </td> <td data-bbox="771 1081 1518 1144"> <p><b>B. Patent No.(s)</b></p> </td> </tr> </table> <p align="right">Additional numbers attached? No</p>		<p><b>A. Patent Application No.(s)</b> 10/114,746, filed April 1, 2002</p>	<p><b>B. Patent No.(s)</b></p>
<p><b>A. Patent Application No.(s)</b> 10/114,746, filed April 1, 2002</p>	<p><b>B. Patent No.(s)</b></p>		
<p><b>5. Please return the recorded document and address all correspondence to:</b> <b>CHRISTIE, PARKER &amp; HALE, LLP</b> P.O. Box 7068 Pasadena, CA 91109-7068 Attention: <b>Daniel M. Cavanagh</b></p>	<p><b>6. Total number of applications and patents involved.....</b> <span style="border: 1px solid black; padding: 2px;">One</span></p> <p><b>7. <input checked="" type="checkbox"/> Total fee to be charged to Deposit Account No. 03-1728 (37 CFR 3.41):</b> \$ 40.00</p> <p><b>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.</b></p>		
<p><b>10. <input type="checkbox"/> Explanatory letter is enclosed.</b></p>	<p><b>9. Statement and signature.</b> 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.</p> <p>Date: June 11, 2002</p> <p align="right">By  Name: <b>Daniel M. Cavanagh</b> 626/795-9900</p> <p align="right">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">4</span></p>		
<p>DMC/rmw</p>			

DMC/rmw

RMW TRV1055326.1 6/11/02 12:59 PM

700013824

**PATENT**  
**REEL: 012788 FRAME: 0512**

Docket No. 48162/DMC/S965

Joint

**ASSIGNMENT**

**WHEREAS, WE, Edward C. VAIL, Bardia PEZESHKI and Gideon YOFFE**, residing at 40931 Encyclopedia Circle, Fremont, California 94538; 2404 Roosevelt Avenue, Redwood City, California 94061; and 40931 Encyclopedia Circle, Fremont, California 94538; and, respectively, have invented certain new and useful improvements disclosed in an application for United States Letters Patent entitled **MODULATOR ALIGNMENT FOR LASER**, filed in the U.S. Patent Office on April 1, 2002 and assigned application number 10/114,746.

**AND WHEREAS SANTUR CORPORATION**, a Delaware corporation, having a place of business at 40931 Encyclopedia Circle, Fremont, California 94538 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") has acquired and 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 us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we 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 we 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 WE HEREBY** covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

**AND WE HEREBY** further covenant and agree that we will communicate to ASSIGNEE any facts known to us 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.

ASSIGNMENT

Joint

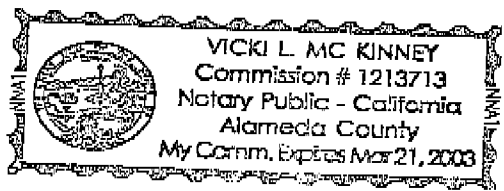
Docket No. 48162/DMC/S965

IN TESTIMONY WHEREOF, I hereunto set my hand this 3 day of June, 20 02.

Edward C. Vail  
Edward C. VAIL

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA )

On June 3, 2002, before me Vicki L. McKinney, Notary Public, personally appeared Edward C. VAIL 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.  
Vicki L. McKinney  
Signature of Notary

\*\*\*\*\*

IN TESTIMONY WHEREOF, I hereunto set my hand this 3 day of June, 20 02.

Bardia Pezeshki  
Bardia PEZESHKI

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA )

On June 3, 2002, before me Vicki L. McKinney, Notary Public, personally appeared Bardia PEZESHKI 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.  
Vicki L. McKinney  
Signature of Notary

\*\*\*\*\*

ASSIGNMENT

Joint

Docket No. 48162/DMC/S965

IN TESTIMONY WHEREOF, I hereunto set my hand this 3 day of June, 20 02.

Gideon YOFFE  
Gideon YOFFE

STATE OF CALIFORNIA,  
COUNTY OF Alameda

On June 3, 2002, before me Vicki L. McKinney, Notary Public, personally appeared Gideon YOFFE 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.

Vicki L. McKinney  
Signature of Notary

DMC/rmw

FMW IRV1054626.1 \* 5/10/02 11:22 AM