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To the Assistant Commissioner of Patents: F

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ments or copy thereof.

JC986 U.S. PTO
10/163405
06/05/02

1. Name of conveying party(ies): **(in counterpart)**

- (1) John Xi WU
- (2) Jian XU
- (3) Ming LI
- (4) Song PENG

Additional name(s) of conveying party(ies) attached __Yes No

2. Name and address of receiving party(ies):

Name: **Avanex Corporation**
Street Address: **40919 Encyclopedia Circle**
City: **Fremont** State: **CA** ZIP: **94538**

Additional name(s) & address(es) attached? __Yes No

3. Nature of conveyance:

Assignment

Execution Dates: (1) **June 4, 2002**
(2) **Same**
(3) **Same**
(4) **Same**

4. Application number(s) or patent number(s):

10/163405

If this document is being filed together with a new application, the execution date of the application is: **June 4, 2002, Same, Same, and Same.**

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? __Yes No

Additional numbers attached? __Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Michele Liu**
Address: **Sawyer Law Group LLP**
Street
Address: **P.O. Box 51418**
Palo Alto, California 94303

6. Total Number of applications and patents involved: **One**

7. Total fee (37 CFR 3.41).....\$ **40.00**
__ Enclosed
 Authorized to be charged to deposit account

8. Deposit Account No: 02-2120 (Sawyer Law Group LLP)
(Attach copy of this page)

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.

June 5, 2002
Date

Stephen G. Sullivan
Stephen G. Sullivan, Reg. No., 38,329

Total number of pages including cover sheet, attachments, and documents: **4**

06/19/2002 LMEILLER 0000153 022120 10/163405 40.00 CR 01 FC:581

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the undersigned, Xi WU, Jian XU, Ming LI and Song PENG, do hereby sell, assign, and transfer unto **AVANEX Corporation**, having a principal place of business at 40919 Encyclopedia Circle, Fremont, California 94538 ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent,

which has been executed by the undersigned concurrently herewith,

which was filed on * and assigned serial no. *,

and is entitled:

STABLE MECHANICAL DEVICES FOR PRECISION OPTICAL ALIGNMENT AND PACKAGING

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed:

Name: Frank X. Wu
Frank Xi WU
WU

Date: 6/14/2002

Name: _____
Jian XU

Date: _____

Name: _____
Ming LI

Date: _____

Name: _____
Song PENG


Date: _____

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed:

Name: _____
Xi WU


Date: _____

Name:  _____
Jian XU

Date: 6/4/2002

Name:  _____
Ming LI

Date: 6/4/2002

Name:  _____
Song PENG

Date: 6/4/2002