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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re the Application of:

Dong Young Kim and Yun Chur Chung

Serial Number:

10/049,719

Filed:

February 13, 2002

For:

Fiber Optic Cable for Increased Transmission Capacity and

Wavelength Division Multi-Plexing Optical Transmission System

Using the Same

Assignees:

LG Cable Ltd. and Korean Advanced Institute of Science and

Technology

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is between and among Dong Young Kim whose address is 103-303, Daerim Apt., Daebang-dong, Dongjak-gu, Seoul, Republic of Korea, 156-020 ("Assignor") and LG Cable Ltd., (the "Assignee").having its principal office at: 20, Yoido-Dong, Youngdungpo-gu, Seoul 150-721, Korea.

WHEREAS, Assignor has conceived or developed technology relating to fiber optic cable for increased transmission capacity including, but not limited to, the technology described or indicated in the application identified by the caption listed above, and also including for the purpose of this assignment those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or employee of Assignee, and improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of Assignee or which are likely to cause disclosure of such trade secret or confidential information (the "Invention");

WHEREAS Assignor, either by himself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS Assignor acknowledges his obligation to assign all right, title and interest in the Invention to Assignee; and

WHEREAS Assignor desires to formalize his obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide;

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WHEREAS Assignor acknowledges his obligation to assign all right, title and interest in any and all patent rights and any other proprietary rights related to the business of Assignee, and in particular the Invention, to Assignee;

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

- 1. Assignor warrants that:
- a. he has the authority to assign all right, title and interest originated now or hereafter by him involving the Invention,
- b. he has conveyed no right, title, or interest in the Invention to any party other than Assignee,
- c. to the extent Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights, and
- d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to Assignee other than any right, title, or interest which may exist as a result of any coinventorship.
- 2. Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:
 - a. all such worldwide rights to make, use, and sell the Invention,
 - b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-entitled application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof,
 - c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof,
 - d. all related rights involving the Invention in any country such as utility-model registrations, inventor=s certificates and the like, and all rights, titles, and interests involving

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the Invention under any foreign government,

- e. all rights to any documents, notes, and evidence regarding any aspect of the Invention, and
- f. all rights to seek protection covering such aspects or claims as Assignee deems appropriate, specifically including but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.
- 3. Assignor acknowledges a legal and equitable obligation to assign to Assignee any and all patent rights and any other proprietary rights related to the business of Assignee and covenants that he has not and will not execute any agreement in conflict with this Assignment and will not take or assist in taking any actions which might tend to diminish the scope of protection available to Assignee for the Invention. Further, each Assignor warrants that other than rights of Assignee, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue or his contribution and has made no conveyance of any rights whatsoever to any other person. Each Assignor also covenants that he will promptly and continuously inform Assignee of any articles, patents, or other references or prior art of which he becomes aware which may be material to the assessment of patentability of the Invention.
- 4. Assignor further covenants and agrees that he will communicate to Assignee any facts known to him respecting any improvements encompassed by the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, and reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of Assignee.
- Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-entitled application, and to any division, substitution, continuation or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor=s certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, and evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the

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files, documents, notes and evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history or status of any application for United States or foreign patents relating to the Invention.

- 6. Assignor further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid Assignee in petitioning waiver of access of each Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.
- Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including but not limited to inserting the application number, the execution date, or the filing date of the above-entitled United States Patent Application based upon the Invention.
- This assignment shall be binding on all parties, their heirs, executors, administrators, successors, and/or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

RECORDED: 06/17/2002

Date of Assignment Signature: Tehren 26, mr
Date of Execution of Application: Tehren 26, mr