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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form **PTO-1593**
(Rev. 03/01)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
JDS Uniphase Corporation

07-24-02

2. Name and address of receiving party(ies)
Name: Neptec Optical Solutions, Inc
Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: 110 W. Old Andrew Johnson Highway

City: Jefferson City State: TN Zip: 37760

Execution Date: May 24, 2002 ; May 16, 2002

Additional name(s) & address(es) attached? Yes 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:

A. Patent Application No.(s)
09/473,455

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Thomas A. Kulaga

Internal Address:

08/01/2002 TDIAZ1 00000237 09473455
01 FC 581 40.00 OP

Street Address: Pitts & Brittan, P.C.
P.O. Box 51295

City: Knoxville State: TN Zip: 37950-1295

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-1910

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Thomas A. Kulaga
Name of Person Signing

Thomas A. Kulaga
Signature

7/24/02
Date

Total number of pages including cover sheet, attachments, and documents 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 13135 FRAME: 0942

AGREEMENT

This Agreement entered into on the 31st day of May, 2002 ("Effective Date"), by and between JDS Uniphase Corporation, a Delaware corporation, having a place of business at 3000 Merivale Rd., Ottawa, Ontario, Canada, K2G 6N7, and Neptec Optical Solutions, Inc., a Delaware corporation, domiciled in the County of Jefferson, Tennessee, and having a place of business at 110 W. Old Andrew Johnson Hwy., Jefferson City, Tennessee, 37760;

WHEREAS, Brian Heffner, Harry Helfer, Matthew Derstine, and John Carberry are the inventors of the technology described in United States patent application filed December 28, 1999, Serial No. 09/473,455, entitled: "Electromechanically Controlled Optical Element," and Canadian patent application filed November 28, 2000, CA 2326926, entitled: "Electromechanically Controlled Optical Element," (the "Patent Applications");

WHEREAS, Inventor Brian Heffner has assigned to E-Tek Dynamics, Inc., his entire right, title, and interest throughout the world in and to the Patent Applications;

WHEREAS, Inventor Harry Helfer has assigned to E-Tek Dynamics, Inc., his entire right, title, and interest throughout the world in and to the Patent Applications;

WHEREAS, Inventor Matthew Derstine has assigned to E-Tek Dynamics, Inc., his entire right, title, and interest throughout the world in and to the Patent Applications;

WHEREAS, Inventor John Carberry has assigned to Neptec, Inc., his entire right, title, and interest throughout the world in and to the Patent Applications;

WHEREAS, E-Tek Dynamics, Inc., has assigned and transferred its complete right, title, and interest throughout the world in and to the Patent Applications to JDS Uniphase Corporation;

WHEREAS, Neptec, Inc., has assigned and transferred its complete right, title, and interest throughout the world in and to the Patent Applications to Neptec Optical Solutions, Inc.;

WHEREAS, JDS Uniphase Corporation has not assigned or transferred any right, title, or interest throughout the world in and to the Patent Applications;

WHEREAS, JDS Uniphase Corporation desires to assign its right, title, and interest throughout the world in and to the Patent Applications to Neptec Optical Solutions, Inc.;

WHEREAS, Neptec Optical Solutions, Inc., desires to license JDS Uniphase Corporation to practice the inventions claimed in the Patent Applications;

WHEREAS, Neptec Optical Solutions, Inc., desires to prosecute the Patent Applications and maintain any resulting patents issued from the Patent Applications;

NOW THEREFORE, the parties agree as follows:

1. Grant. JDS Uniphase Corporation does hereby assign to Neptec Optical Solutions, Inc., assignee, its successors, assigns, and legal representatives, its entire right, title, and interest throughout the world in and to the Patent Applications, including continuations, divisions, reissues, and renewals, and in and to all patent and all convention and treaty rights of all kinds arising therefrom, in all countries throughout the world, including all rights of action and damages for past infringements, the same to be held and enjoyed by the said assignee for its own use and behalf, and for its legal representatives and assigns, to the full end of the term for which any patent derived from the Patent Applications is granted, as fully and entirely as the same would have been held by JDS Uniphase Corporation had this assignment not been made.

2. Cooperation. JDS Uniphase Corporation agrees to cooperate as reasonably required with Neptec Optical Solutions, Inc., in the preparation and filing of patent applications, and the prosecution of such applications to issued patents, including appeals, reissue, renewals, reexaminations, or other proceedings in any Patent Office of any country in the world, including the execution of all documents necessary to secure to Neptec Optical Solutions, Inc., the rights transferred pursuant to this Agreement. Notwithstanding the foregoing, in no event shall JDS Uniphase Corporation be required to incur any fees or expenses in the performance of its obligations hereunder. JDS Uniphase Corporation agrees not to challenge, oppose, petition to cancel or otherwise attack the validity of the Patent Applications or Neptec Optical Solutions, Inc., ownership thereof.

3. Grant. Neptec Optical Solutions, Inc., grants to JDS Uniphase Corporation a paid-up, nonexclusive, irrevocable, worldwide, perpetual license and right under the Patent Applications, including continuations, divisions, reissues, and renewals, and in and to all patent and all convention and treaty rights of all kinds arising therefrom, to make, to have made, use, import and sell any products.

4. [Reserved]

5. Infringement. JDS Uniphase Corporation shall notify Neptec Optical Solutions, Inc., in writing promptly upon becoming aware of any infringement or unauthorized use of the Patent Applications by any Person. JDS Uniphase Corporation's notice shall describe in reasonable detail all facts and circumstances relating to such infringement. Nothing in this paragraph shall require JDS Uniphase Corporation to investigate or attempt to discover any such infringement.

6. Reimbursement. Neptec Optical Solutions, Inc., agrees to pay JDS Uniphase Corporation the amount of \$12,000 in United States funds as partial reimbursement for expenses incurred by JDS Uniphase Corporation in prosecuting the Patent Applications. Payment shall be made within 30 days of the Effective Date.

7. Entire Agreement. This Agreement represents the entire understanding between JDS Uniphase Corporation and Neptec Optical Solutions, Inc., with respect to the matters set forth herein and there are no other terms or conditions with respect thereto. This Agreement shall not be changed except by a separate written agreement signed by both parties.

8. Representations and Warranties. JDS Uniphase Corporation represents and warrants that the execution and delivery of this Agreement by JDS Uniphase Corporation and the consummation by JDS Uniphase Corporation of the transactions contemplated hereby have been duly authorized and approved by all necessary action and this Agreement constitutes a valid and legally binding obligation of JDS Uniphase Corporation enforceable against JDS Uniphase Corporation in accordance with its respective terms.

9. Representations and Warranties. Neptec Optical Solutions, Inc., represents and warrants that the execution and delivery of this Agreement by Neptec Optical Solutions, Inc., and the consummation by Neptec Optical Solutions, Inc., of the transactions contemplated hereby have been duly authorized and approved by all necessary action and this Agreement constitutes a valid and legally binding obligation of Neptec Optical Solutions, Inc., enforceable against Neptec Optical Solutions, Inc., in accordance with its respective terms.

10. [Reserved]

11. Agreement Validity. Should any provision of this Agreement be found to be illegal, invalid or unenforceable, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of this Agreement, and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Further, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

12. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this License Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, by mail (certified or registered mail, return receipt requested), by courier (such as Federal Express or similar services) or by facsimile transmission (receipt of which is confirmed) to the notified party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice.

13. Authority to Sign. The below-signed individuals warrant and represent that each one has full authority to act on behalf of, sign for, and bind their representative companies.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year first above written.

Signed: [Signature]

Printed Name: NEIL TEITELBAUM

Title: V.P. Intellectual Property

JDS Uniphase Corporation

IN THE COUNTY OF Ottawa)
Province of Ontario) ss.:
STATE OF Ontario)

I hereby certify that before me personally appeared (Name:) NEIL TEITELBAUM, (Title) V.P. Intellectual Property of JDS Uniphase Corporation, personally known by me, who then and there was duly sworn by me, and who, upon oath, acknowledged (Name:) Neil Teitelbaum, to be (Title) V.P. Intellectual Property of JDS Uniphase Corporation and having full authority to act on behalf of JDS Uniphase Corporation in the disposition of the intellectual property herein described and that the foregoing instrument was duly signed, sealed and delivered by (Name:) Neil Teitelbaum on the date appearing at the foot thereof, all of which took place within my jurisdiction.

Witness my hand and seal, this 24th day of May.

My Commission Expires: N/A

[Signature]
Notary Public

Signed: [Signature]

Printed Name: MICHAEL L SMITH

Title: VP, ENGINEERING

Neptec Optical Solutions, Inc.

IN THE COUNTY OF Jefferson)
STATE OF Tennessee) ss.:

I hereby certify that before me personally appeared (Name:) Michael L. Smith, (Title) VP of Engineering of Neptec Optical Solutions, Inc., personally known by me, who then and there was duly sworn by me, and who, upon oath, acknowledged (Name:) _____, to be (Title) _____ of Neptec Optical Solutions, Inc., and having full authority to act on behalf of Neptec Optical Solutions, Inc., in the disposition of the intellectual property herein described and that the foregoing instrument was duly signed, sealed and delivered by (Name:) Jennifer D. Evans on the date appearing at the foot thereof, all of which took place within my jurisdiction.

Witness my hand and seal, this 16th day of May.

My Commission Expires: 10/25/04

[Signature]
Notary Public