

08-14-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102189423

Tab settings

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

1. Name of conveying party(ies):
**Douglas W. Anthon, Jill D. Berger, Alexander A. Tselikov,
Stephen J. Hrinya, Howard S. Lee, Alan A. Fennema, and
Man F. Cheung**

07/31/02

Additional names(s) of conveying party(ies) Yes No

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

Name: **Iolon, Inc.**

Internal Address: **1870 Lundy Avenue, San Jose,
California 95131**

Street Address: **1870 Lundy Avenue**

City: **San Jose** State: **CA** ZIP: **95131**

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

10/210039
U.S. PTO
07/31/02

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: **July 31, 2002**

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

10/210039

If this document is being filed together with a new application, the execution date of the application is: **July 31, 2002**

A. Patent Application No.(s)

08/06/2002 DTESSEM1 00000009 10210039
01 FC:581 40.00 OP

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **Dorsey & Whitney LLP**

Internal Address: **Suite 3400, Four Embarcadero Center**

San Francisco, California 94111-4187

Street Address: **Suite 3400, Four Embarcadero Center**

City: **San Francisco** State: **CA** ZIP: **94111**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41)\$ **40.00**

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

04-1415

(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.

John T. Kennedy

July 31, 2002

Name of Person Signing

Signature

Date

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

A S S I G N M E N T

WHEREAS, we, Douglas W. Anthon, whose post office address is 601 Balra Drive, El Cerrito, California 94530, Jill D. Berger, whose post office address is 200 Belgatos Road, Los Gatos, California 95032, Alexander A. Tselikov, whose post office address is 42930 Corte Habana, Fremont, California 94539, Stephen J. Hrinya, whose post office address is 1145 Glenn Avenue, San Jose, California 95125, Howard S. Lee, whose post office address is 1839 Sheriann Circle, San Jose, California 95131, Alan A. Fennema, whose post office address is 1769 Mirassou Place, San Jose, California 95124, and Man F. Cheung, whose post office address is 670 Jeffrey Avenue, Campbell, California 95008 have made a certain new and useful invention relating to controlling the phase of external cavity lasers, for which we have made application for Letters Patent of the United States, which application may be identified in the United States Patent Office as Application Serial No. _____ filed on 31 July 2002 for APPARATUS AND METHOD FOR PHASE CONTROL AND TUNABLE ETHERNAL CAVITY LASERS; and

WHEREAS, Iolon Inc., a Delaware corporation, whose post office address is 1870 Lundy Avenue, San Jose, California 95131, by an earlier Assignment dated 26 November 2001, owns all right, title, and interest in and to the U.S. Provisional Application Serial No. 60/309,547 filed 1 August 2001, entitled "METHOD AND APPARATUS FOR LONGITUDINAL MODE STABILIZATION;"

WHEREAS, Iolon Inc., a Delaware corporation, whose post office address is 1870 Lundy Avenue, San Jose, California 95131, by an earlier Assignment dated 2 May 2002, owns all right, title, and interest in and to the U.S. Provisional Application Serial No. 60/364,820 filed 15 March 2002, entitled "POWER CONTROL WITH PHASE COMPENSATION FOR TUNABLE LASERS;"

WHEREAS, Iolon Inc., a Delaware corporation, whose post office address is 1870 Lundy Avenue, San Jose, California 95131, by an earlier Assignment dated 2 April 2002, owns all right, title, and interest in and to the U.S. Provisional Application Serial No. 60/350,408 filed 18 January 2002, entitled "LASER APPARATUS;" and

WHEREAS, to the extent that we now own any right, title and interest in the invention described and claimed in Application Serial No. _____ not already transferred to Iolon Inc. by the earlier Assignments, we are desirous of assigning such interest to Iolon Inc.; and

WHEREAS, Iolon Inc. is desirous of acquiring the entire interest in and to said invention, said application and any continuations, continuation-in-parts, divisionals, renewals, or substitutes thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, or any reissue or reexamination thereof, to be obtained therefor:

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to us in hand, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, and set over and by these presents do hereby sell, assign and set over unto Iolon Inc. and its legal representatives, successors and assigns, the entire right, title and interest in and to said invention, said application and any continuations, continuation-in-parts, divisionals, renewals or substitutes thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, or any reissues or reexaminations thereof, to the extent we own any part thereof; and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above-mentioned assignee, consistent with the terms of this Assignment.

We HEREBY AUTHORIZE the above-mentioned assignee to insert in this instrument the serial number of said application.

UPON SAID CONSIDERATION, we hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, renewal, reissued or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date indicated below.

7-31, 2002

Douglas W. Anthon
Douglas W. Anthon

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) SS.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Douglas W. Anthon, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(S E A L)

Kian Kavar
Notary Public

My commission expires: 10-3-2003



July 31, 2002

Jill D. Berger
Jill D. Berger

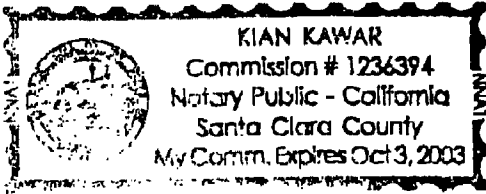
STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Jill D. Berger, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(SEAL)

Kian Kawa
Notary Public

My commission expires: 10.3.02



7-31-, 2002

Alexander A. Tselikov
Alexander A. Tselikov

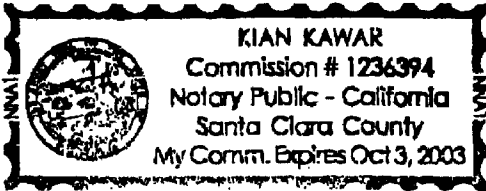
STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Alexander A. Tselikov, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(SEAL)

Kian Kawa
Notary Public

My commission expires: 10.3.2003



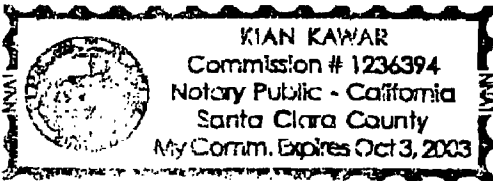
31 July, 2002

Stephen J. Hrinya
Stephen J. Hrinya

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Stephen J. Hrinya, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(SEAL)



Kian Kawar
Notary Public

My commission expires: 10-3-2003

July 31, 2002

Howard S. Lee
Howard S. Lee

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Howard S. Lee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(SEAL)



Kian Kawar
Notary Public

My commission expires: 10-3-2003

July 31, 2002

Alan A. Fennema
Alan A. Fennema

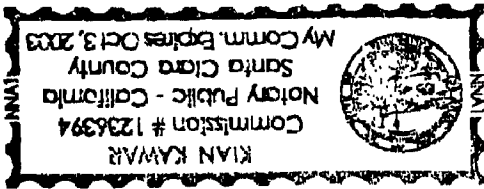
STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Alan A. Fennema, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(SEAL)

Kian Kawa
Notary Public

My commission expires: 10.3.2003



7/31, 2002

Man F. Cheung
Man F. Cheung

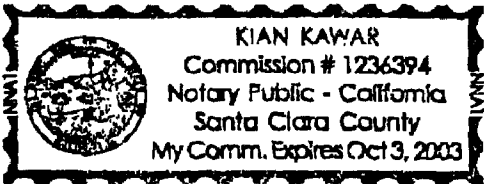
STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Man F. Cheung, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(SEAL)

Kian Kawa
Notary Public

My commission expires: 10.3.2003



A S S I G N M E N T

WHEREAS, we, Douglas W. Anthon, whose post office address is 601 Balra Drive, El Cerrito, California 94530, Jill D. Berger, whose post office address is 200 Belgatos Road, Los Gatos, California 95032, Alexander A. Tselikov, whose post office address is 42930 Corte Habana, Fremont, California 94539, Stephen J. Hrinya, whose post office address is 1145 Glenn Avenue, San Jose, California 95125, Howard S. Lee, whose post office address is 1839 Sheriann Circle, San Jose, California 95131, Alan A. Fennema, whose post office address is 1769 Mirassou Place, San Jose, California 95124, and Man F. Cheung, whose post office address is 670 Jeffrey Avenue, Campbell, California 95008 have made a certain new and useful invention relating to controlling the phase of external cavity lasers, for which we have made application for Letters Patent of the United States, which application may be identified in the United States Patent Office as Application Serial No. _____ filed on 31 July 2002 for APPARATUS AND METHOD FOR PHASE CONTROL AND TUNABLE ETERNAL CAVITY LASERS; and

WHEREAS, Iolon Inc., a Delaware corporation, whose post office address is 1870 Lundy Avenue, San Jose, California 95131, by an earlier Assignment dated 26 November 2001, owns all right, title, and interest in and to the U.S. Provisional Application Serial No. 60/309,547 filed 1 August 2001, entitled "METHOD AND APPARATUS FOR LONGITUDINAL MODE STABILIZATION;"

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WHEREAS, to the extent that we now own any right, title and interest in the invention described and claimed in Application Serial No. _____ not already transferred to Iolon Inc. by the earlier Assignments, we are desirous of assigning such interest to Iolon Inc.; and

WHEREAS, Iolon Inc. is desirous of acquiring the entire interest in and to said invention, said application and any continuations, continuation-in-parts, divisionals, renewals, or substitutes thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, or any reissue or reexamination thereof, to be obtained therefor:

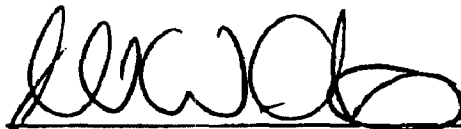
NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to us in hand, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, and set over and by these presents do hereby sell, assign and set over unto Iolon Inc. and its legal representatives, successors and assigns, the entire right, title and interest in and to said invention, said application and any continuations, continuation-in-parts, divisionals, renewals or substitutes thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, or any reissues or reexaminations thereof, to the extent we own any part thereof; and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above-mentioned assignee, consistent with the terms of this Assignment.

We HEREBY AUTHORIZE the above-mentioned assignee to insert in this instrument the serial number of said application.

UPON SAID CONSIDERATION, we hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, renewal, reissued or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date indicated below.

7-31, 2002



Douglas W. Anthon

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Douglas W. Anthon, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(S E A L)



Notary Public

My commission expires: 10-3-2003



July 31, 2002

Jill D. Berger
Jill D. Berger

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Jill D. Berger, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(SEAL)

Kian Kavar
Notary Public

My commission expires: 10-3-02



7-31-, 2002

Alexander A. Tselikov
Alexander A. Tselikov

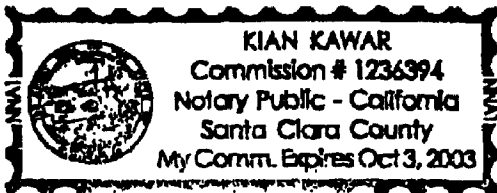
STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Alexander A. Tselikov, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(SEAL)

Kian Kavar
Notary Public

My commission expires: 10-3-2003



31 July, 2002

Stephen J. Hrinya
Stephen J. Hrinya

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Stephen J. Hrinya, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(SEAL)



Kian Kawa
Notary Public

My commission expires: 10.3.2003

July 31, 2002

Howard S. Lee
Howard S. Lee

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

On this 31st day of July, 2002, before me a notary public in and for said county, appeared Howard S. Lee, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(SEAL)



Kian Kawa
Notary Public

My commission expires: 10.3.2003

