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To the Honorable Commissioner of Patents and Trademarks

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Send original documents or copy thereof.

1. Name of conveying party(ies):  
An, Fu-Tai

9.9.02

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

2. Name and address of receiving party(ies)

Name: Sprint Communications Company, L. P.

Internal Address:

Street Address: 6391 Sprint Parkway

City: Overland Park State: KS Zip: 66251

Additional Name(s) & address(es) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 8/18/02

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

If this document is being filed together with a new application, the execution data of the application is:

A. Patent Application No.(s)

10/150,852

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Harley R. Ball

Internal Address: Sprint Communications Company, L. P.

Mailstop: KSOPHT0101-Z2100

Street Address: 6391 Sprint Parkway

City: Overland Park State: KS Zip: 66251-2100

6. Total number of applications and patents involved: one

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

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

21-0765

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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.

Eugene G. Kim, Reg. 46,267

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

Mail documents to be recorded with required cover sheet information to:

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09/12/2002 6TOM11 00000167 210765 10150852  
01 FC:581 40.00 CN

PATENT  
REEL: 013272 FRAME: 0974

2. Additional name and address of receiving party(ies)

The Board of Trustees of The Leland Stanford Junior University  
900 Welch Road  
Suite 350  
Palo Alto, CA 94304

## ASSIGNMENT AND AGREEMENT IN AN APPLICATION FOR LETTERS PATENT OF THE UNITED STATES OF AMERICA

I hereby declare that I am the sole inventor (if only one inventor is named below) or an original, first and joint inventor (if plural inventors are named below) of the invention relating to "OPTICAL COMMUNICATION WITH PHASE ENCODING AND OPTICAL FILTERING" described in an application for Letters Patent of the United States of America filed on May 17, 2002, Serial No. 10/150,852, or, if not identified here by filing date and serial number, executed by me on even date with my execution of this Assignment.

For valuable consideration received, I hereby sell, assign and transfer to THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY ("Stanford"), a public educational institution having its principal place of business at 900 Welch Rd. Suite 350, Palo Alto, CA 94304, and SPRINT COMMUNICATIONS COMPANY L.P., ("Sprint") a limited partnership duly organized and existing under the laws of the State of Delaware, United States of America, its successors and assigns, my entire right, title and interest, for all countries in and to said inventions and all the rights and privileges under any and all Letters Patent that may be granted therefore, and any divisions, continuations, reissues and extensions thereof such that Stanford and Sprint jointly own the entire right, title and interest in and to said inventions for all countries and in and to all the rights and privileges under any and all Letters Patent that may be granted therefore, and any divisions, continuations, reissues and extensions thereof. This Assignment is related to an exclusive license agreement for said inventions from Stanford to Sprint.

I agree that, when requested, I will, without charge to Stanford and Sprint but at their expense, sign all papers, take all rightful oaths, make all rightful declarations and do all acts which may be necessary, desirable or convenient for securing and maintaining patents or other forms of protection for said inventions in any and all countries and for vesting title thereto in Stanford and Sprint.

I agree that I will communicate to Stanford and Sprint any facts known to me respecting said inventions and when requested by Stanford or Sprint and at their expense will testify in any legal proceedings, and generally do everything possible to aid Stanford or Sprint, to obtain or enforce proper protection for said inventions in any and all countries.

I authorize and empower Stanford and Sprint to make application for patent or other form of protection for said inventions in its or their own name, or in my/our name, in any and all countries to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of Stanford and Sprint to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

I covenant with Stanford and Sprint that to the best of my knowledge the right, title and interest herein conveyed by me are free and clear of any encumbrance, and that I have the full right to convey the same as herein expressed.

This Agreement and Assignment supersedes all other assignments, agreements and addendums related to the above-identified application except for the exclusive license agreement for said inventions from Stanford to Sprint and for Stanford's royalty sharing agreement with Stanford inventors in accordance with Stanford policies.