

09-24-2002



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Attorney Docket Number  
9775-0107-999TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS  
Box Assignment  
Washington, DC 20231

Please record the attached original documents or copy thereof.

J1011 U.S. PTO  
10/24/02  
09/18/02

1. Name of conveying party(ies):  CHARLES W. MILLER  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <u>FINISAR CORPORATION</u> Address: <u>1308 Moffett Park Drive</u> <u>Sunnyvale, California 94089-1133</u> Country (if other than USA): _____	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>September 6, 2002</u>		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: <u>September 6, 2002</u> A. Patent Application No.(s) <u>10246038</u>   B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed:  PENNIE & EDMONDS LLP 3300 Hillview Avenue Palo Alto, CA 94304		6. Number of applications and patents involved: <u>one</u> 7. Total fee (37 CFR 3.41):.....\$ <u>40.00</u> Please charge to the deposit account listed in Section 8. 8. Deposit account number: <u>16-1150 (9775-0107-999)</u>	

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.*Gary S. Williams  
Name of Person Signing Reg. No.

31,066

Signature

September 18, 2002  
Date

Total number of pages including cover sheet:

3

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

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PATENT  
REEL: 013308 FRAME: 0334

CA1 - 316965.1

## ASSIGNMENT

WHEREAS, I, **CHARLES W. MILLER**, a resident of San Jose, California a citizen of United States (hereinafter "ASSIGNOR"), have invented certain new and useful improvements in **SYSTEM AND METHOD FOR TESTING A LASER MODULE BY MEASURING ITS SIDE MODE SUPPRESSION RATIO**, having executed concurrently herewith an application for a United States patent disclosing and identifying the invention; which is identified by Pennie & Edmonds LLP docket no. 9775-0107-999; and

WHEREAS, **FINISAR CORPORATION**, located in Sunnyvale, California, a corporation created and existing under and by virtue of the laws of the State of **Delaware** is (hereinafter "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to the aforesaid application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries. to and under the said invention and the said application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application for U.S. Letters Patent, and any and all divisions, continuations and renewals thereof, and any and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding on said Inventor, his/her heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, said Inventor has executed and delivered this instrument to said Assignee the day and year below written.

1.

Charles W. Miller

CHARLES W. MILLER

State of California )  
 ) SS.:  
County of Santa Clara )

On this 6<sup>th</sup> day of September, 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared Charles W. Miller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Christina Chiang

Seal:

Notary Public.

