Docket No.: 04-700 11-08-2002 U.S. DEPARTMENT OF COMMERCE FORM PTO-159" (Modified) *IVER SHEET* (Rev. 03-01) Patent and Trademark Office OMB No. 0651-0027 (exp.5/31/2002) NLY P08A/REV03 Tab settings → → To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): MICHEL CHOUINARD Name: CIENA CORPORATION Address: LEGAL DEPARTMENT 1201 WINTERSON ROAD Additional names(s) of conveying party(ies) 3. Nature of conveyance: Merger City: LINTHICUM \_\_\_\_\_ State/Prov.: MD Change of Name ☐ Security Agreement ZIP: 21090 Country: USA ☐ Other Execution Date: 10/29/02 ⊠ No Additional name(s) & address(es) Yes 4. Application number(s) or patent numbers(s): If this document is being filed together with a new application, the execution date of the application is: 10/31/02 B. Patent No.(s) Filing date Patent Application No. 10/284666 ☐ Yes ☒ No Additional numbers 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Name: MICHAEL R. CAMMARATA 7. Total fee (37 CFR 3.41):....\$ 40.00 Registration No. 39,491 ☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account Address: CIENA CORPORATION Authorized to be charged to deposit account 1201 WINTERSON ROAD 8. Deposit account number: 50-0308 \_\_\_\_\_ State/Prov.: MD City: LINTHICUM (Attach duplicate copy of this page if paying by deposit accou \_\_\_ ZIP: 21090 Country: USA DO NOT USE THIS SPACE 吾 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 of the original document. OCTOBER 31, 2002 MICHAEL R. CAMMARATA Name of Person Signing Date Signature

("APPLICATION") which:

410 Bb3 B001 F.02/25

PATENT Attorney Docket No. 04-700

## **ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to CIENA a Delaware corporation, having a place of business at 1201 Winterson Road, Linthicum, MD 21090-2205, for itself and its successors, transferees, and assignees, the following:

The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled

## OPTICAL CROSS CONNECT SYNCHRONIZATION ARCHITECTURE AND METHOD

| ` | is to be filed herewith  |
|---|--|
|   | was filed on,  |
|   | now bearing U.S. application number; and                                       |
|   | <ol> <li>The entire worldwide πight, title, and interest in and to:</li> </ol> |
| [ | (a) the APPLICATION: (b) all applications claiming priority from the APPLICA   |

(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all utility, divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any fur her identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

**PATENT** 

RECORDED: 10/31/2002

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