12-03-2002

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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
Name of conveying party(ies):	2. Name and address of receiving party(ies)
Dan Dan Yang	Name:
Paul Vella	Internal Address:
	III.GIIIGI AUUI 655,
Additional name(s) of conveying party(ies) attached? Yes V No	
3. Nature of conveyance: MRD 11 2C 02	<u>k</u>
Assignment Merger	
	Street Address:
Security Agreement Change of Name	3485 Kifer Road
Other	
	City: Santa Clara State: CA Zip: 95037
11/19/2002 ; 11 /22/2002	
Execution Date:	Additional name(s) & address(es) attached? Yes V No
4. Application number(s) or patent number(s):	4440,0000
If this document is being filed together with a new appli	cation, the execution date of the application is:
A. Patent Application No.(s) 10303948	B. Patent No.(s)
Additional numbers at	tached? Yes No
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved:
concerning document should be mailed:	
Name:Cassan Maclean	7. Total fee (37 CFR 3.41)\$
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	Authorized to be charged to deposit account
	8. Deposit account number:
Street Address:	
80 Aberdeen Street	
City: Ottawa State: ON Zip: K1S 5R5	
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Arturo A. Brion	11/25/2002
Name of Person Signing	Signature Date
Total number of pages including cover sheet, attachments, and documents:	
Mail documents to be recorded with required cover sheet information to:	

11/27/2002 RHARIS1 00000001 10303948 40.00 OP

02 FC:8021

Form **PTO-1595**

(Rev. 10/02)

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

PATENT

REEL: 013527 FRAME: 0075

42041-0008

ASSIGNMENT

THIS ASSIGNMENT, made by Dan Dan Yang and Paul Vella, (hereinafter referred to as the assignors) whose post office addresses are 35 Opeongo Road, Ottawa, ON, KIS 4L2, Canada; 55W 5th Street, #5, Morgan Hill, CA 95037 (USA), witnesseth:

WHEREAS, the said assignors are the inventors of the invention entitled LOW COST FLEXIBLE AUTOMATED OPTICAL POWER MANAGEMENT and hold the right to file patent application(s) therefor and to obtain patent(s) thereon, which invention is the subject of a U.S. patent application the declaration for which has been executed by the assignor on the date of his/her execution of this Assignment;

WHEREAS, Dowslake Microsystems Corporation, having its principal place of business at 3845 Kifer Road, Santa Clara, CA 95051, USA, hereinafter referred to as the assignee is desirous of acquiring the entire right, title and interest in and to said invention, said patent applications and the patents to issue therefrom and all other patent applications which may have been or may be filed in any country;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignor has sold, assigned, transferred and set over, and by these presents sells, assigns, transfers and sets over unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned invention and application for Patent and any and all corresponding applications and patents in the United States of America, Canada and any and all other countries, which have been or may be filed and/or granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, reissues and extensions of Patent, and all rights under any International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for itself and its successors, legal representatives and assigns, to the full end of the term or terms for which Patent(s) may be or may have been granted.

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and deliver of these presents, the said assignor is an inventor of the said invention;

Page 1 of 2

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives and assigns that the said assignor will, whenever counsel for the said assignee, or the counsel for its successors, legal representatives and assigns shall advise that any proceeding in connection with the waid invention, or said applications for Patent(s) or any proceeding in connection with Patent (s) for said invention in any country, including interference or conflict proceedings, is lawfal and desirable, or that any division, continuation or continuation-in-part of any application for Fatent(s) or any reissue or extension of any Patent(s) to be obtained thereon, is lawful and desirable, sign any and all papers and documents, take all lawful caths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defence of Patent(s) or for the said invention, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

SIGNED at Santa Clara this day of Nov. 19th, 2002.

Den Dan Yang (signature of assignor)

SIGNED at

this day of

, 2002.

Paul Vella (signature of assignor)

STATEMENT OF WITNESS

I, SMELLIE BLACOW, whose full post office address is

was personally present and did see Dan Dan Yang and Paul Wella who is known to me, execute the above assignment.

(signature of witness)

Page 2 of 2

42041-0008

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WHEREAS, the said assignors are the inventors of the invention entitled LOW COST FLEXIBLE /UTOMATED OPTICAL POWER MANAGEMENT and hold the right to file patent application(s) therefor and to obtain patent's) thereon, which invention is the subject of a U.S. patent application the declaration for which has been executed by the assignor on the date of his/her execution of this Assignment;

WHEREAS, Dowslake Microsystems Corporation, having its principal place of business at 3845 Kifer Road, Santa Clara, CA 95051, USA, hereinafter referred to as the assignee is desirous of acquiring the entire right, title and interest in and to said invention, said patent applications and the patents to issue therefrom and all other patent applications which may have been or may be filed in any country;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignor has sold, assigned, transferred and set over, and by these presents sells, assigns, transfers and sets over unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned invention and application for Patent and any and all corresponding applications and patents in the United States of America, Canada and any and all other countries, which have been or may be filed and/or granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, reissues and extensions of Patent, and all rights under any International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for itself and its successors, legal representatives and assigns, to the full end of the term or terms for which Patent(s) may be or may have been granted.

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and deliver of these presents, the said assignor is an inventor of the said invention;

Page 1 of 2

بمستر

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives and assigns that the said assignor will, whenever counsel for the said assignee, or the counsel for its successors, legal representatives and assigns shall advise that any proceeding in connection with the said invention, or said applications for Patent(s) or any proceeding in connection with Patent(s) for said invention in any country, including interference or conflict proceedings, is lawful and desirable, or that any division, continuation or continuation -- in-part of any application for Patent(s) or any reissue or extension of any Patent(s) to be obtained thereon, is lawful and desirable, sign any and all papers and documents, take all lawful caths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defence of Patent(s) or for the said invention, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

SIGNED at

this day of

, 2002.

Dan Dan Yang (signature of assignor)

SIGNED at

this Daday of November, 2002.

Paul Vella

(signature of assignor)

STATEMENT OF WITNESS

I, SHOWE BLACOWHOSE full post office address is

was personally present and did see Dan Dan Yang and Paul Vella who is known to me, execute the above assignment.

(signature of witness)

Page 2 of 2