

02-10-2003

FORM PTO-1595  
(Rev. 3/01)  
OMD NO. 0651-0011 exp. 5/31/2002



102362021

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

2.6.03

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

1. Name of conveying party(ies):

Sparkolor Corporation

Additional name(s) of conveying party(ies) attached?

No  Yes

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

Name: TLY CORPORATION

Internal Address: \_\_\_\_\_

3. Nature of Conveyance

Assignment  Merger  
 Security Agreement  Change of Name  
 Other:

Street Address: 2200 Mission College Blvd.

City: Santa Clara State/Province: CA Zip: 95052

Country: U.S.A.

Execution Date(s): September 4, 2002

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

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: \_\_\_\_\_

A. Patent Application No.(s)

09/438,886

B. Patent No.(s)

6,293,688

Additional numbers attached?  Yes  No

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

Charles K. Young

Name: Blakely, Sokoloff, Taylor & Zafman LLP

Internal Address: \_\_\_\_\_

Street Address: 12400 Wilshire Boulevard, 7<sup>th</sup> Floor

City: Los Angeles State: California Zip: 90025

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41).....\$40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number:

02-2666

(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 believe, the foregoing is true and correct and any attached copy is a true copy of the original document

Charles K. Young Reg.No.39,435

Name of Person Signing

Charles K. Young  
Signature

1/28/03  
Date

Total number of pages including cover sheet, attachments, and document: 6

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

Attorney Docket No. 42P15265

02/07/2003 EDDOPER 00000220 09438886

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FINANCE SECTION

## U.S. PATENT ASSIGNMENT

This U.S. Patent Assignment (this "Assignment") is made as of September 4, 2002 by Sparkolor Corporation, a California corporation ("Assignor"), to TLY Corporation, a Delaware corporation ("Assignee").

### RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of August 6, 2002 (the "Purchase Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

B. Assignor owns the patents issued by the United States Patent and Trademark Office and set forth on Exhibit A hereto (the "Patents").

C. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Patents.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents, including any foreign counterparts, divisions, continuations or reissues thereof, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for Damages by reason of past infringements of the Patents, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. Assignor hereby covenants with Assignee and the successors and permitted assigns of Assignee that, from time to time after the date hereof, Assignor will promptly execute and deliver to Assignee or shall promptly procure the execution and delivery of any and all such instruments of sale, transfer, conveyance, assignment and delivery, consents, assurances, powers

of attorney and other instruments as may reasonably be requested by Assignee in order to vest in Assignee all of Assignor's right, title and interest in and to the Patents and carry out the purpose and intent of this Assignment and the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

SPARKOLOR CORPORATION

By: Mu A Pat  
Name: MUKESH A. PATEL  
Title: CEO, PRESIDENT

[SIGNATURE PAGE TO U.S. PATENT ASSIGNMENT]

## EXHIBIT A

<u>Patent No.</u>	<u>Title</u>	<u>Inventor</u>	<u>Issued Date</u>
6/243,517	Channel-Switched Cross-Connect	David Deacon	June 5, 2001
6/293,688	Tapered Optical Waveguide Coupler	David Deacon	Sept. 25, 2001
6/321,011	Channel-Switched Cross-Connect	David Deacon	Nov. 20, 2001
6/324,204	Channel-Switched Tunable Laser for DWDM Communications	David Deacon	Nov. 27, 2001
6/341,189	Lenticular Structure for Integrated Waveguides	David Deacon	Jan. 22, 2002
6/393,186	Channel-Switched Cross-Connect	David Deacon	Feb. 15, 2001
6/373,872	Channel-Switched Tunable Laser for DWDM Communication	David Deacon	Sept. 10, 2001
6/393,185	Differential Waveguide Pair	David Deacon	May 21, 2002

Acknowledgment By Notary Public

State of California

County of Santa Clara

On this 3<sup>rd</sup> day of September, 2002 before me, the undersigned Notary Public, personally appeared Mukesh A. Patel, 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 or she executed the same.

Seal:

Signature: Teresa M. Fernando

Name: Teresa M. Fernando, Notary Public

