

02-11-2003



102362872

Docket No.: 603

SHEET

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U.S. DEPARTMENT OF COMMERCE
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.

1. Name of conveying party(ies):

Bikash Koley

01.31.03

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

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

Name: CIENA Corporation

Address: Legal Department

1201 Winterson Road

City: Linthicum

State/Prov.: MD

Country: USA

ZIP: 21090

Additional name(s) & address(es)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: 01/31/03

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

10355585

If this document is being filed together with a new application, the execution date of the application is: January 31, 2003

Patent Application No.

Filing date

B. Patent No.(s)

Additional numbers

☐ Yes ☒ No

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

Name: MICHAEL R. CAMMARATA

Registration No. 39,491

Address: CIENA CORPORATION

LEGAL DEPARTMENT

1201 WINTERSON ROAD

City: LINTHICUM

State/Prov.: MD

Country: USA

ZIP: 21090

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0308

(Attach duplicate copy of this page if paying by deposit account)

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.

MICHAEL R. CAMMARATA

Name of Person Signing

Signature

01/31/03

3

Total number of pages including cover sheet, attachments, and

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

PATENT

REEL: 013732 FRAME: 0684

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

**METHOD AND APPARATUS FOR CONTROLLING
MODULATOR PHASE ALIGNMENT IN A TRANSMITTER
OF AN OPTICAL COMMUNICATIONS SYSTEM**

("APPLICATION") which:

- ☒ is to be filed herewith
☐ was filed on _____,
now bearing U.S. application number _____; and

2. The entire worldwide right, title, and interest in and to:

(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 further 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.

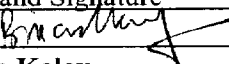
Title of Document: ASSIGNMENT

Title: **METHOD AND APPARATUS FOR CONTROLLING MODULATOR PHASE
ALIGNMENT IN A TRANSMITTER OF AN OPTICAL COMMUNICATIONS SYSTEM**

Filed: **January 31, 2003**

Serial No.: **Unassigned**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
 Bikash Koley 7511 Mandan Road, Apt 202 Greenbelt, MD 20770	<u>01/31/2003</u>	<u>01/31/2003</u>

State of Maryland } S.S.
County of Baltimore }

On January 27, 2003 before me, Carol S. Parker-Harris personally
[DATE] [NOTARY PUBLIC]
appeared BIKASH KOLEY personally known to me or proved to me on the basis of satisfactory evidence to
[INVENTOR]

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.

Notary Seal


Notary