

03-04-2003

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

102379709

To The Honorable Commissioner of Patents and Trademarks:
Please record the attached original document(s) or copy(ies) thereof.

Docket No.: P07694US00/DEJ

1-7-03

1. Name of conveying party(ies)

- 1. Jonathan Mark BULMAN
- 2. Hugh Gregory INGLIS
- 3. David Charles PSAILA
- 4. Simon Blanchette POOLE

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

Name: JDS Uniphase Pty Ltd
 Street Address: 4A Byfield Street
 City + Address: North Ryde, New South Wales, 2113, AUSTRALIA

3. Nature of conveyance:

- Assignment Merger Security Agreement
 Change of Name Other:

Execution Date: 6 December 2002 10/18/729

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

..... This document is filed together with a new application whose execution date is:

A. Patent Application No.(s) B. Patent No.(s)

01/09/2003 KAYPAC 0000036 10181729
 03 FC:8021 10/18/729

40.00 DP

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

Name: Douglas E. Jackson Tel.: 703-739-4900
 LARSON & TAYLOR, PLC • 1199 North Fairfax St. • Suite 900 • Alexandria, VA 22314-1437

6. Total number of applications and patents involved:

#1

7. Total fee (37 CFR 3.41)

Enclosed (fee code 581)

\$40

(8. Any insufficiency in fee is authorized to be charged to Deposit Account No. 12-0555.)

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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.

Douglas E. Jackson
 Name of person signing

Douglas E. Jackson
 Signature

January 7, 2003
 Date

Total number of pages including cover sheet, attachments and documents: 5

ASSIGNMENT OF PATENT APPLICATION

(US rights only - all US rights assigned by inventors to a single assignee)

WHEREAS,

- (1) Jonathan Mark Bulman
- (2) Hugh Gregory Inglis
- (3) David Charles Psaila
- (4) Simon Blanchette Poole

residing respectively at

- (1) 73 Ernest Street, Balgowlah Heights, New South Wales, 2093, AUSTRALIA
- (2) 264 Ellesmere Road, Gymea Bay, New South Wales, 2227, AUSTRALIA
- (3) 82 Edgar Street, Kingsford, New South Wales, 2032, AUSTRALIA
- (4) 20 Bromborough Road, Roseville, New South Wales, 2069, AUSTRALIA

(hereinafter referred to as the "ASSIGNOR") have invented certain new and useful improvements in

Photonic Device Package

for which an application for a United States Patent

- was executed on even date herewith
- was executed on _____, 20____
- was filed on _____, 20____ as Serial No.: 10/181,729

And WHEREAS JDS Uniphase Pty Ltd

whose Post Office Address is 4A Byfield Street, North Ryde, New South Wales, 2113, AUSTRALIA

(hereinafter referred to as the "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to said application and the invention(s) and improvement(s) therein disclosed, for the United States of America, and any Letters Patent which may issue therefor in the United States and all divisions, continuations, reissues, renewals and/or extensions thereof.

NOW THEREFORE in consideration of the sum of ten U.S. dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR does hereby assign, sell, transfer and set over unto the ASSIGNEE the entire right, title and interest in and to said application and the invention(s) and improvement(s) therein disclosed, for the United States of America, and any Letters Patent which may issue therefor in the United States and all divisions, continuations, reissues, renewals and/or extensions thereof, said ASSIGNEE to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, continuations, reissues, renewals and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this

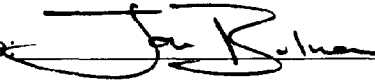
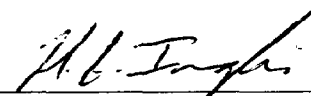

assignment not been made.

And for the consideration aforesaid, ASSIGNOR agrees that ASSIGNOR will communicate to said ASSIGNEE or the representatives thereof any facts known to ASSIGNOR respecting the invention(s) and improvement(s) of the said United States application, and will, upon request, but without expense to ASSIGNOR, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, renewal and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said ASSIGNEE or by counsel for said ASSIGNEE, to assist or enable said ASSIGNEE to obtain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be binding upon the ASSIGNOR's heirs, executors, administrators, successors and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of the ASSIGNEE.

The Commissioner of Patents is requested to issue such Letters Patent in accordance with this assignment.

I hereby authorize and request any attorney of record in said Application or any attorney of Larson & Taylor, PLC, Customer No. 00881, to insert above any information concerning the identity of the parties or of said Application (including the serial no. and filing date).

- (1) Signature:  Date: 5. DECEMBER, 02
Name : Jonathan Mark BULMAN
- (2) Signature:  Date: 1 August 2002
Name : Hugh Gregory INGLIS
- (3) Signature:  Date: 1 August 2002
Name : David Charles PSAILA
- (4) Signature: _____ Date: _____
Name : Simon Blanchette POOLE

reissues, renewals and/or extensions thereof, said ASSIGNEE to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, continuations, reissues, renewals and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this assignment not been made.

And for the consideration aforesaid, ASSIGNOR agrees that ASSIGNOR will communicate to said ASSIGNEE or the representatives thereof any facts known to ASSIGNOR respecting the invention(s) and improvement(s) of the said United States application, and will, upon request, but without expense to ASSIGNOR, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, renewal and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said ASSIGNEE or by counsel for said ASSIGNEE, to assist or enable said ASSIGNEE to obtain and enforce full benefits from the rights and interests herein assigned.

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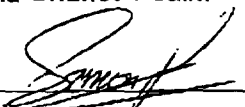
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(1) Signature: _____ Date: _____
Name : Jonathan Mark Bulman

(2) Signature: _____ Date: _____
Name : Hugh Gregory Inglis

(3) Signature: _____ Date: _____
Name : David Charles Psaila

(4) Signature:  _____ Date: 6/12/02
Name : Simon Blanchette Poole