

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Assistant Commissioner of Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Giovanni BARBAROSSA

Additional name(s) of conveying party(ies) attached Yes No

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

Name: **Avanex Corporation**

Street Address: **40919 Encyclopedia Circle**
City: **Fremont** State: **CA** ZIP: **94538**

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

3. Nature of conveyance:

Assignment

Execution Date(s): **August 21, 2003**

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)
10/388,580, filed March 13, 2003

Additional numbers attached? Yes No

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: **Michele Liu**
Internal
Address: **Sawyer Law Group LLP**
Street
Address: **P.O. Box 51418**
Palo Alto, California 94303

*
* 6. Total Number of applications and patents involved: **One**
*


* 7. Total fee (37 CFR 3.41).....\$ **40.00**
* Enclosed
* Authorized to be charged to
* deposit account

* 8. Deposit Account No: **02-2120** (Sawyer Law Group LLP)
* (Attach copy of this page)

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.

August 21, 2003
Date


Michele Liu, Reg. No., 44,875

Total number of pages including cover sheet, attachments, and documents: 2

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the undersigned, **Giovanni BARBAROSSA**, do hereby sell, assign, and transfer unto **AVANEX Corporation**, having a principal place of business at 40919 Encyclopedia Circle, Fremont, California 94538 ("Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent,

which has been executed by the undersigned concurrently herewith,

which was filed on March 13, 2003, and assigned serial no. 10/388,580,

and is entitled:

INTERFEROMETERS FOR OPTICAL COMMUNICATIONS UTILIZING PHOTO-SENSITIVE MATERIALS

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; and

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Signed:

Name:


Giovanni BARBAROSSA

Date:

8/21/03