

05-06-2003

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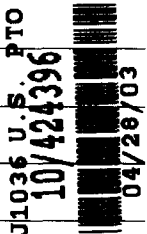
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): James SLEZAK Greg Peter FRIESEN Peter David ROORDA 4-28-03 Additional names(s) of conveying party(ies) [ ] Yes [X] No

2. Name and address of receiving party(ies): Name: INNOVANCE, INC. Internal Address: Street Address: 15 Corporate Place South City: Piscataway State: NJ ZIP: 08854 Additional name(s) & address(es) attached? [ ] Yes [X] No



3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: April 24, 2003

4. Application number(s) or patent numbers(s): If this document is being filed together with a new application, the execution date of the application is: April 24, 2003 A. Patent Application No.(s) 04/30/2003 SZEWDIE1 00000042 10424396 03 FC:8021 40.00 UP B. Patent No.(s) Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Norman P. Soloway Internal Address: HAYES SOLOWAY P.C. Street Address: 130 W. Cushing Street City: Tucson State: AZ ZIP: 85701

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41):.....\$ 40.00 [X] Enclosed - Any excess or insufficiency should be credited or debited to deposit account [ ] Authorized to be charged to deposit account 8. Deposit account number: 08-1391 (Attach duplicate copy of this page if paying by deposit account)

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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. Norman P. Soloway Signature April 28, 2003 Date Total number of pages including cover sheet, attachments, and document: 4

**ASSIGNMENT**

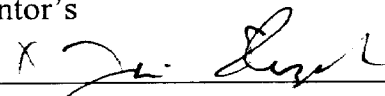
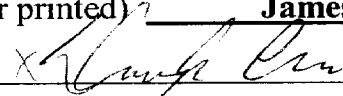
We, **James SLEZAK** of 29 Adelaide Street, Ottawa, Ontario K1S 3R9 Canada, a Canadian citizen; **Greg Peter FRIESEN** of 40 Kincardine Dr., Ottawa, Ontario K2V 1B3 Canada, a Canadian citizen; and **Peter David ROORDA** of 68 Hamilton Ave., North Ottawa, Ontario K1Y 1B9 Canada, a Canadian citizen, having invented certain inventions and improvements in **METHOD OF PRE-CONFIGURING OPTICAL PROTECTION TRAILS IN A MESH-CONNECTED AGILE PHOTONIC NETWORK** and having executed an application for Letters Patent of the United States of America describing the same and based thereon on \_\_\_\_\_, 2003; (and we hereby authorize our attorneys, authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. \_\_\_\_\_, filed \_\_\_\_\_), for good and valuable consideration, the receipt of which is hereby acknowledged from **INNOVANCE, INC.**, having its principal place of business at **15 Corporate Place South, Piscataway, New Jersey 08854 U.S.A.**, (hereinafter called the Assignee), do hereby sell, assign and transfer unto the Assignee, its successors, and assigns our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application and the inventions and any of them therein set forth and described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or any of them or any part thereof or on said application or any divisional, continuing, reissue, or other patent application based thereon;

And for the same consideration we do also hereby sell, assign, and transfer unto the Assignee, its successors, and assigns all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and any of them and all parts thereof and said application, and we do hereby authorize the Assignee, its successors, and assigns to apply in our name or its or their own name or names for patents and like rights of exclusion on or for said inventions or any of them or any part thereof in all countries claiming if it or they so desire the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration, we do hereby agree for ourselves and for our heirs, executors, and administrators, promptly upon request of the Assignee, its successors, or assigns, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee, its successors, or assigns fully to secure to it or them said right, title, and interest as aforesaid in and to said inventions and any of them and all parts thereof and in and to and under said several patents and like rights of exclusion (including extensions thereof) or any of them, all, however, at the expense of the Assignee, its successors, or assigns;

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee, its successors, or assigns, any and all patents and like rights of exclusion which may be granted in any country upon said United States application or other applications or any of them or on or for said inventions or any of them or any part thereof; and we do hereby covenant for ourselves and our legal representatives and agree with the Assignee, its successors, and assigns that we have granted no right or license to make, use, or sell said inventions or any of them or any part thereof to anyone except the Assignee, that prior to the execution of this deed our right, title, and interest in and to said inventions or any of them or any part thereof has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

First Inventor's  
signature X  Date ✓ April 24, 2003  
Full name (typed or printed) James SLEZAK  
Witness signature X  Date: ✓ 24 APRIL 2003  
Witness name ✓ DOUGLAS CROSS

Second Inventor's

signature  *Greg Friesen* Date  April 24, 2003

Full name (typed or printed) Greg Peter FRIESEN

Witness signature  *Jim Stezak* Date:  April 24, 2003

Witness name  Jim Stezak

Third Inventor's

signature  *Peter Roorda* Date  April 24, 2003

Full name (typed or printed) Peter David ROORDA

Witness signature  *Douglas Cross* Date:  24 APRIL 2003

Witness name  DOUGLAS CROSS