

FORM PTO-1595

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

1-31-92

PATENTS ONLY

Patent and Trademark Office

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

1. Name of conveying party(ies):  
 Alcatel  
 54 rue La Boétie,  
 75008 Paris, France

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/State/Zip: **Fremont, California 94538**

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: July 31, 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):  
 B. Patent No.(s): 5,854,088

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **U.P. Peter Eng**  
 Internal Address: **FH 1-2**  
**Wilson Sonsini Goodrich & Rosati**  
**650 Page Mill Road**  
**Palo Alto, CA 94304-1050**

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: 23-2415  
 (Attorney Docket No.: 20397.700)

DO NOT USE THIS SPACE

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.*



U.P. Peter Eng, Reg. No. 39,666

October 23, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [7]

CH \$40.00 232415 5854088

## PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made as of July 31, 2003 by Alcatel, a French Company organized and existing under the laws of France, having its registered office 54 rue La Boétie, 75008 Paris, France ("Assignor"), to Avanex Corporation, a Delaware corporation having a place of business at 40919 Encyclopedia Circle, Fremont, California 94538, United States of America ("Assignee").

### RECITALS

A. Assignor, Assignee and Corning Incorporated have entered into a Share Acquisition and Asset Purchase Agreement dated as of May 12, 2003 (the "Purchase Agreement").

B. Assignor owns the patent(s) issued by the United States Patent and Trademark Office and certain foreign patent and trademark offices, as well as patent applications filed with the United States Patent and Trademark Office and certain foreign patent and trademark offices, as set forth on Schedule 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 irrevocably sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents (and regarding Patents that are patent applications, any patents that may issue therefrom), including any foreign counterparts, patents or patent applications to which the Patents claim priority, divisionals, continuations in whole or in part, reexaminations, reissues or extensions thereof, and the right to claim priority to any of the preceding, 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 and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted (provided, however, that the foregoing does not require Assignor to pay to Assignee any revenues or damages previously recovered or to be recovered pursuant to contracts previously concluded by Assignor, nor does it amend any other written agreements between Assignor and Assignee with respect thereto), 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.

IN WITNESS WHEREOF, Assignor has executed this Assignment.

ASSIGNOR

By:   
Signature

Printed Name: Ulrich Knecht

Title: Director Intellectual Property

**Schedule A**

Certificate of Signature

The signature executed before me above by

Mr. Ulrich K n e c h t ,  
born March 02<sup>th</sup>, 1957,  
Lorenzstr. 10, 70435 Stuttgart,

-identified by ID-Card of the Federal Republic  
of Germany-

is herewith duly certified.

Stuttgart, July 25<sup>th</sup>, 2003

UR-Nr. 406 / 2003



Hans Ulrich K u r z  
Notary Public at Stuttgart

**Schedule A**

REDACTED

ALCATEL patents to be assigned

docid	Patent card title	country	publication type	date of issuance	status	filing date	filing No.	publication date	publication No.	grant date	grant No.
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109004	Manufacture of novel alkali VCSE laser on III-V substrate - Using current injection layer comprising on active layer, transparent and/or etched layer, laterally etched to form confinement layer	EP	EPA	1/7/98	PUBA	8/28/97	BT 401 409.0	1/7/98	0 817 337		
		FR	NP	9/11/98	GRT	7/4/98	98 09 538	1/8/98	2,750,804	8/1/98	2,750,804
		JP	NP	8/24/01	GRT	7/4/97	108 136597	8/6/98	85288703	8/24/01	3,235,211
		US	NP	12/28/98	GRT	8/30/97	855,843			12/28/98	5,854,088

May 9th, 2003

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