

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):

Corning Incorporated  
Corning Photonic Technologies, Inc.  
Corning Lasertron, Inc.  
Corning O.T.I. S.r.l.

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) &amp; address(es) attached?

☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: 7/31/03

## 4. Application number(s) or patent number(s): 1

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): 5,216,728

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

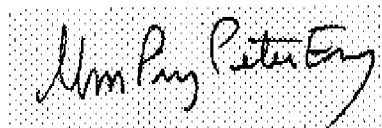
- ☐ Enclosed  
☒ Authorized to be charged to deposit account

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.



10/30/03

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

Name of Person Signing

Signature

Date

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

CH \$40.00 232415 6216728

## PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made as of July 31, 2003 by **Corning, Incorporated** a New York Corporation, having a place of business at One Riverfront Plaza, Corning New York ("Corning") and its subsidiaries identified in signature blocks below (collectively referred to as "Assignors"), 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. Corning, Assignee and Alcatel have entered into a Share Acquisition and Asset Purchase Agreement dated as of May 12, 2003 (the "Purchase Agreement") and an Intellectual Property Rights Agreement Between Corning Incorporated and Avanex Corporation Relating to Photonics executed on even date herewith (the "Intellectual Property Rights Agreement").

B. Assignors 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 and the Intellectual Property Rights Agreement, Corning desires to assign and to have its subsidiaries assign to Assignee all of Assignors' 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, the Intellectual Property Rights 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:

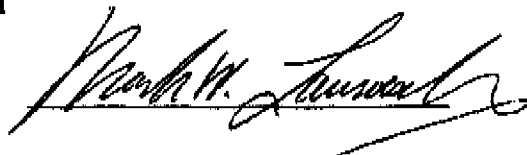
1. Each Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents (and regarding Patents that are patent applications, any patents that may issue therefrom), including any foreign counterparts, divisionals, 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, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives, such claims and right to sue being subject, however, to the obligation to remit to Corning recovery attributable to acts of infringement prior to execution of the Intellectual Property Rights Agreement (Section 2.2).

2. Each 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, each Assignor has executed this Assignment on the date first above written.

**Corning Incorporated**

By:

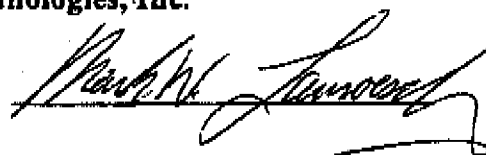


Printed Name: Mark W. Laureosch

Title: Assistant Secretary

**Corning Photonic Technologies, Inc.**

By:



Printed Name: Mark W. Laureosch

Title: Assistant Secretary

**Acknowledgment by Notary Public**

Country of USA

State of New York

County / City of New York

On this 31st day of July, 2003 before me, the undersigned Notary Public, personally appeared Mark W. Laureosch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

Seal:

Signature: Ronald Carlton

Name: Ronald Carlton, Notary Public

RONALD CARLTON  
Notary Public, State of New York  
No. 01CA4841982  
Qualified in Kings County  
Commission Expires June 30, 2007

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Corning Lasertron, Inc.

By:

William L. Juan

Printed Name:

William L. Juan

Title:

Clerk

**Acknowledgment by Notary Public**

Country of USA

State of New York

County / City of New York

On this 31st day of July, 2003 before me, the undersigned Notary Public, personally appeared William L. Juan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

Seal:

Signature: Ronald Carlton

Name: Ronald Carlton, Notary Public

RONALD CARLTON  
Notary Public, State of New York  
No. 01CA4841982  
Qualified in Kings County  
Commission Expires June 30, 2007

Corning O.T.I. S.r.l.

By:



Printed Name:

MARK W. LAUROESCH

Title:

ASSISTANT SECRETARY

**Acknowledgment by Notary Public**

Country of USA

State of New York

County / City of New York

On this 31st day of July, 2003 before me, the undersigned Notary Public, personally appeared Mark W. Lauroesch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

Seal:

Signature: Ronald Carlton

Name: Ronald Carlton, Notary Public

RONALD CARLTON  
Notary Public, State of New York  
No. 01CA4841982  
Qualified in Kings County  
Commission Expires June 30, 2007

**REDACTED**

**Patent Assignment  
Schedule A**

Coming Case Name	Title	Pat/Pub No.
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**REDACTED**

Item 3

Optical Fiber Amplifier with Filter

5,218,728

