

06-09-2003

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To the Director of the United States Patent a.  
thereof.

102467430

ached original document(s) or copy(ies)

1. Name of Conveying Party(ies):



William J. Hubbard  
Kevin J. McIntyre  
Andrew Radl  
Thomas A. Schaefer  
Ian C. Prees

Additional name(s) of conveying party(ies) attached?

☐ Yes

☒ No

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: Confluent Photonics Corporation  
Address: 5 Industrial Way  
Salem, New Hampshire 03079  
Country: United States

Additional name(s) and address(es) attached?

☐ Yes

☒ No

3. Nature of Conveyance:



Assignment



Merger



Change of Name



Verified Translation



Security Agreement



Other: \_\_\_\_\_

Execution Date: 4/30/03, 5/16/03, 4/30/03, 5/8/03, 4/28/03

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

If this document is being filed together with a new application, the execution date(s) of the application is: \_\_\_\_\_

A. Patent Application No(s):

B. Patent No(s):

10/390,153

Others on additional sheet(s) attached?

☐ Yes

☒ No

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

**Thomas E. Anderson, Esq.**  
Intellectual Property Department  
Hunton & Williams  
1900 K Street, N.W.  
Suite 1200  
Washington, DC 20006-1109  
(202) 955-1500 (telephone)  
(202) 778-2201 (facsimile)

6. Total number of applications and patents involved:

Application(s): 1

+ Patent(s): \_\_\_\_\_

= Total: 1

7. Total Fee (37 C.F.R. § 3.41) . . . . \$ 40.00



Enclosed



Authorized to be charged to Deposit Account

8. Deposit Account No.: 50-0206

(Duplicate copy of this sheet attached)



Charge any underpayment or credit any overpayment to above Deposit Account

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.

Thomas E. Anderson, Reg. No. 37,063

Name of Person Signing

Signature

June 3, 2003

Date

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

9

06/06/2003 TDIAZ1 00000136 10390153

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**ASSIGNMENT**

WHEREAS, the undersigned, to wit:

- (1) William J. Hubbard;
- (2) Kevin J. McIntyre;
- (3) Andrew Radl;
- (4) Thomas A. Schaefer; and
- (5) Ian C. Prees

(hereinafter collectively ASSIGNOR), has/have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled:

**"OPTICAL ELEMENT MOUNTING TECHNIQUE"**

- (X only one) (a) \_\_\_\_\_ which was executed concurrently herewith and is being filed herewith in the United States Patent and Trademark Office;
- (b) \_\_\_\_\_ which was executed on \_\_\_\_\_, 20\_\_\_\_, and is being filed herewith in the United States Patent and Trademark Office;
- (c) X \_\_\_\_\_ which was filed as U.S. Patent Application No. 10/390,153 on March 18, 2003;

AND WHEREAS, CONFLUENT PHOTONICS CORPORATION (hereinafter ASSIGNEE), a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 5 Industrial Way, Salem, New Hampshire 03079, is desirous of acquiring the entire right, title, and interest in and to said invention and any and all patents that may be obtained therefor, and in and to said application and any and all patents that may issue therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer, and set over unto said ASSIGNEE, its successors, assigns, and legal representatives, all right, title, and interest in and to said invention throughout the world, and any and all patents of the United States and foreign countries that may be obtained therefor, and in and to said application, including any and all continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, and any and

all patents of the United States and foreign countries that may issue therefrom, such right, title, and interest including the right to file applications and obtain patents, utility models, industrial models, and designs for said invention in the name of said ASSIGNEE, its successors, assigns, and legal representatives, throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention, and all rights to register said invention in appropriate registries;

ASSIGNOR also does hereby covenant that it has the full right to convey the entire right, title, and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith;

ASSIGNOR also does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application, including any continuations, continuations-in-part, divisions, reissues, re-examinations, substitutions, and extensions thereof, to said ASSIGNEE, its successors, assigns, and legal representatives as the ASSIGNEE of the entire right, title, and interest herein assigned;

ASSIGNOR also does hereby agree to, at any time, upon request, without further or additional consideration but at the expense of said ASSIGNEE, its successors, assigns, or legal representatives, execute and deliver any and all papers, make all rightful oaths, and do all lawful acts that may be necessary or desirable to perfect the entire right, title, and interest herein assigned in said ASSIGNEE, its successors, assigns, and legal representatives, and generally do everything possible to vest the entire right, title, and interest herein assigned in said ASSIGNEE, its successors, assigns, and legal representatives;

ASSIGNOR also does hereby agree to, at any time, upon request, without further or additional consideration but at the expense of said ASSIGNEE, its successors, assigns, or legal representatives, execute and deliver any and all papers, make all rightful oaths, and do all lawful acts that may be necessary or desirable to make application for and obtain any and all continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, or extensions of said application, or any application on said invention, or any patent issuing therefor or therefrom;

ASSIGNOR also does hereby agree to, at any time, upon request, without further or additional consideration but at the expense of said ASSIGNEE, its successors, assigns, or legal representatives, communicate to said ASSIGNEE, its successors, assigns, and legal representatives, any known facts relating to said invention or said application or any patent issuing therefor or therefrom, and testify as to the same in any interference or other litigation proceeding when requested to do so, and aid said ASSIGNEE, its successors, assigns, and legal representatives, in obtaining and enforcing proper protection for said invention in all countries;

ASSIGNOR also does hereby grant the firm of Hunton & Williams of 1900 K Street, N.W., Washington, D.C., 20006-1109, or its agents, the power to insert on this assignment any further information, including but not limited to application number(s) and filing date(s), which may be necessary or desirable in order to comply with any rule or request of the United States Patent and Trademark office for the purposes of recording this document.

ASSIGNOR also does now hereby execute this document on the date(s) indicated below:

(1) IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this 30th day of April, 2003.

Sign: William J. Hubbard  
Print Name: William J. Hubbard  
Print Address: 25 Newstead Street  
Litchfield, NH 03052

COMMONWEALTH/STATE OF NH

COUNTY OF Hillsborough

Before me, a Notary Public in and for the  
Commonwealth/State of NH, did personally appear the  
above-named William J. Hubbard, personally known to me and/or  
proved to me on the basis of satisfactory evidence to be the  
person who signed and sealed the foregoing instrument and  
acknowledged the same to be his or her own free act and deed,  
this 30th day of April, 2003.

Sign: Patricia A. Gibeault  
Notary Public

PATRICIA A. GIBEAULT, Notary Public  
My Commission Expires: March 5, 2008

(2) IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this 16<sup>th</sup> day of May, 2003.

Sign: Kevin J. McIntyre  
Print Name: Kevin J. McIntyre  
Print Address: 46 Tsienneto Road  
Derry, NH 03038

COMMONWEALTH/STATE OF NH  
COUNTY OF Rockingham


Before me, a Notary Public in and for the  
Commonwealth/State of NH, did personally appear the  
above-named Kevin J. McIntyre, personally known to me and/or  
proved to me on the basis of satisfactory evidence to be the  
person who signed and sealed the foregoing instrument and  
acknowledged the same to be his or her own free act and deed,  
this 16<sup>th</sup> day of May, 2003.

Sign: Priscilla Epstein  
Notary Public

My Commission Expires: \_\_\_\_\_

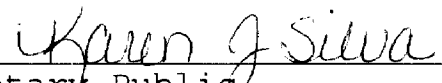
PRISCILLA R. EPSTEIN  
Notary Public - New Hampshire  
My Commission Expires April 16, 2008

(3) IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this 30<sup>th</sup> day of April, 2003.

Sign:   
Print Name: Andrew Radl  
Print Address: 10 Country Club Drive  
Dunbarton, NH 03046

COMMONWEALTH/STATE OF New Hampshire  
COUNTY OF Hillsborough

Before me, a Notary Public in and for the  
Commonwealth/State of New Hampshire, did personally appear the  
above-named Andrew Radl, personally known to me and/or proved to  
me on the basis of satisfactory evidence to be the person who  
signed and sealed the foregoing instrument and acknowledged the  
same to be his or her own free act and deed, this 30 day of  
April, 2003.

Sign:   
Notary Public

KAREN J. SILVA, Notary Public  
My Commission Expires: My Commission Expires March 6, 2007

(4) IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this 8 day of May, 2003

Sign: Thomas A. Schaefer  
Print Name: Thomas A. Schaefer  
Print Address: 109 King Street  
Groveland, MA 01834

COMMONWEALTH/~~STATE~~ OF Massachusetts  
COUNTY OF Essex

Before me, a Notary Public in and for the  
Commonwealth/~~State~~ of Massachusetts, did personally appear the  
above-named Thomas A. Schaefer, personally known to me and/or  
proved to me on the basis of satisfactory evidence to be the  
person who signed and sealed the foregoing instrument and  
acknowledged the same to be his or her own free act and deed,  
this 8th day of May, 2003.

Sign: Cheyld A. Fleming  
Notary Public

My Commission Expires: 9/25/03



(5) IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this 28<sup>th</sup> day of April, 2003.

Sign: *Ian C. Prees*  
Print Name: Ian C. Prees  
Print Address: 25 Priscilla Avenue  
Chelmsford, MA 01824

COMMONWEALTH/STATE OF Massachusetts  
COUNTY OF Middlesex

Before me, a Notary Public in and for the  
Commonwealth/State of Massachusetts, did personally appear the  
above-named Ian C. Prees, personally known to me and/or proved  
to me on the basis of satisfactory evidence to be the person who  
signed and sealed the foregoing instrument and acknowledged the  
same to be his or her own free act and deed, this 28<sup>th</sup> day of  
April, 2003.

Sign: *Judith A. Quinn*  
Notary Public  
My Commission Expires: \_\_\_\_\_