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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):

Lucent Technologies Inc.  
600 Mountain Avenue  
Murray Hill, New Jersey 07974

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: 5/1/2003

2. Name and address of receiving party(ies)

Name: Fitel USA Corp.

Internal Address:

6-17-03

Street Address: 2000 Northeast Expressway

City: Norcross State: GA Zip: 30071

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

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) 10/098940

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Docket Administrator

Internal Address: 2H02

Street Address: 2000 Northeast Expressway

City: Norcross State: GA Zip: 30071

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-2074

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9. Signature:

John M. Harman

Name of Person Signing

*John M. Harman*  
Signature

6-9-03

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 014161 FRAME: 0740

**PATENT ASSIGNMENT**

**by and between**

**LUCENT TECHNOLOGIES INC.**

**and**

**FITEL USA CORP.**

**Effective as of May 1, 2003**

# PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Patent Assignment"), effective as of May 1, 2003 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America ("Assignor"), and Fitel USA Corp., a Delaware corporation, with offices at 2000 Northeast Expressway, Norcross, Georgia 30071, United States of America ("Assignee").

## RECITALS

A. WHEREAS, Assignor has sold certain assets and liabilities with respect to Assignor's former Optical Fiber Solutions ("OFS") business to Assignee in accordance with a certain Asset and Stock Purchase Agreement, dated July 24, 2001;

B. WHEREAS, in accordance with the OFS sale, Assignor and Assignee executed a certain Intellectual Property Agreement ("IPA"), effective November 16, 2001;

C. WHEREAS, Assignor presently owns or controls certain patent applications and invention submissions listed in the attached Appendix A (hereinafter "Transferred Patents"); and

D. WHEREAS, pursuant to Section 6.03(c) of the IPA several deliberations (the "6.03 Deliberations") were held between Assignor and Assignee thereunder, and as a consequence of the 6.03 Deliberations, Assignor desires to transfer, assign, convey, deliver and vest all of its interests and rights in the Transferred Patents for all countries, jurisdictions and political entities of the world, to and in Assignee;

NOW, THEREFORE, in consideration of the promises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

(1) Assignment. Assignor, subject to (a) existing rights and licenses of third parties; (b) the IPA; and (c) the license grant set forth in Section (3) herein below, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Assignee, its successors, assigns and legal representatives or nominees, Assignor's present entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, in and to all Transferred Patents with respect to which, and to the extent to which, Assignor now has or hereafter acquires the right to so assign, convey, transfer and deliver.

(2) Additional Title Documents. Assignor agrees that, upon request it will, at any time without charge to Assignee but at Assignee's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to Transferred Patents in Assignee, its successors, assigns and legal representatives or nominees; including but not limited

to any acts which may be reasonably necessary for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Assignee and its respective successors, assigns and legal representatives or nominees.

(3) License Grant Under Transferred Patents In consideration of the assignment of the Transferred Patents, Assignee hereby grants to Assignor and its subsidiaries a personal, nonexclusive, nontransferable (subject to Article XIII of the IPA) worldwide, perpetual, and fully paid-up license under the Transferred Patents wherever (and whenever) issued for all countries, jurisdictions and political entities of the world of the same scope as set forth in Section 8.03 of the IPA (and with all the associated rights thereto) with respect to the Assigned Patents (as defined in the IPA).

(4) Transferred Patent Information. Assignor, within thirty (30) days of the Effective Date, shall deliver to Assignee the internal Assignor prosecution case files specific to the Transferred Patents. Further, at Assignees' written request, Assignor will deliver any internal database docketing information (furnished in an electronic form to be mutually determined by the parties) specific to the docketing and maintenance fee scheduling of the Transferred Patents generated by Assignor in accordance with its customary practices as such information exists as of the Effective Date. In addition, Assignee, within thirty (30) days of the Effective Date, shall deliver to Assignor the internal Assignee prosecution case files, if any, specific to invention disclosures and/or patent applications which were part of the 6.03 Deliberations and which have not been assigned to Assignee hereunder but retained by Assignor.

(5) Prosecution/Maintenance Expenses. Assignor shall be responsible for and obligated to pay any and all expenses (i) incurred with respect to any prosecution work product (e.g., an amendment) which has actually been fully completed prior to the Effective Date and which must be filed before the Effective Date to preserve any rights in and to the particular Transferred Patent; and (ii) any official patent office fees in any jurisdiction in the world which must be paid on or before the Effective Date to avoid the abandonment of any Transferred Patent. Except as specifically set forth in this Section 5, Assignor shall not be responsible for any expenses, costs or other obligations whether direct or indirect, known or unknown, absolute or contingent, associated with the filing, prosecution or maintenance of the Transferred Patents.

(6) Severability. The provisions of this Patent Assignment are severable and, in the event that any one or more provisions are deemed illegal or unenforceable, the remaining provisions shall remain in full force and effect unless the deletion of such provision shall cause this Patent Assignment to become materially adverse to either party, in which event the parties shall use reasonable best efforts to arrive at an accommodation that best preserves for the parties the benefits and obligations of the offending provision.

(7) Amendment. Neither this Patent Assignment nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument duly executed on behalf of each party by its duly authorized officer or employee.

(8) Integration. This Patent Assignment sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them. Neither of the parties shall be bound by any warranties, understandings or

representations with respect to such subject matter other than as expressly provided herein or in a writing signed with or subsequent to execution hereof by an authorized representative of the party to be bound thereby.

(9) Governing Law. The parties agree that the law of the State of New York, United States of America, excluding the choice of law rules thereof, shall apply in any dispute arising with respect to this Patent Assignment.

(10) Disclaimer. THE TRANSFERRED PATENTS ASSIGNED UNDER THIS PATENT ASSIGNMENT ARE ASSIGNED "AS IS" WITH ALL FAULTS, LATENT AND PATENT AND WITHOUT ANY WARRANTY OF ANY TYPE. LUCENT AND ITS SUBSIDIARIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. LUCENT AND ITS SUBSIDIARIES SHALL NOT BE HELD TO ANY LIABILITY WITH RESPECT TO ANY CLAIM MADE BY ASSIGNEE OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF, THE TRANSFERRED PATENTS ASSIGNED HEREUNDER. Neither party will under any circumstance, whether as a result of breach of contract, breach of warranty, delay, negligence, tort or otherwise, be liable to the other party or to any third party for any consequential, incidental, special, punitive or exemplary damages and/or loss of profits or revenues of the other party or any third party arising out of this Patent Assignment.


(11) Descriptive Headings. The division of this Patent Assignment into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Patent Assignment. Any reference in this Patent Assignment to any "Section" is to the corresponding Section of this Patent Assignment unless otherwise specified.

(12) Counterparts. This Patent Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed by their duly authorized representatives on the respective dates entered below.

**LUCENT TECHNOLOGIES INC.**

By:   
D. Laurence Padilla  
President – Intellectual Property Business

Date: May 19, 2003

**FITEL USA CORP.**

By:   
H. Ward Council  
Vice-President Law and General Counsel, *of S,*  
*Attorney-in-Fact for Fitel USA Corp.*  
Date: May 15, 2003

**ACKNOWLEDGMENTS**

STATE OF NEW JERSEY )

: ss:

COUNTY OF UNION )

I CERTIFY that on May 19<sup>th</sup>, 2003, Mr. D. Laurence Padilla personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as President-Intellectual Property Business of Lucent Technologies Inc.; and

b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

*Angelina Cagliostro*

Name:  
Notary Public  
My Commission Expires:  
[Notarial Seal]

ANGELINA CAGLIOSTRO  
A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 1/21/2004

**ACKNOWLEDGMENTS**

STATE OF GEORGIA        )  
                                  :    ss:  
COUNTY OF Gwinnett )

I CERTIFY that on May 15, 2003, Mr. H. Ward Council personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as Vice-President Law and General Counsel of Fitel USA Corp.; and

b.) this Patent Assignment was signed and made by Fitel USA Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

  
Name: Ann Marshall  
Notary Public  
My Commission Expires:  
[Notarial Seal]

**ANN MARSHALL**  
**Notary Public, State of Georgia**  
**Qualified in Hall County**  
**Commission Expires: August 19, 2006**



**APPENDIX A**

**Transferred Patents**

<b>Internal Invention Submission Number (IDS)</b>	<b>Internal Case Name/No.</b>	<b>Patent Application Serial Number</b>	<b>Country</b>	<b>Title</b>
123898	---	---	---	Identification and Differentiation of Different Fiber Types
124514	---	---	---	Laser Written Optical Waveguides Inside a Substrate Material for Optical Backplane Applications
124615	---	---	---	High Density Optical Interconnection Unit
124617	---	---	---	Unibody Fanout Device For Optical Ribbon Cables
124618	---	---	---	Integrated Bend Limiters For Optical Interconnection Units
124619	---	---	---	Low Profile Strain Relief Mechanism For Optical Ribbon Cables
123876	Fett 1-1-1-1-1	01302310.6	EPC	Profiled Extruded Surface For Enhanced Blown Installation
		10095651	USA	
		2002-68012	JAPAN	
124216	---	---	---	Apparatus For Optical Pulse Regeneration Using Nonlinear Fiber
124508	Holman 1-6 (Assignee case name)	10061,601	USA	Variable Attenuator For Optical Fiber Applications
124543	Bouteiller 2-1-1-5	10098940	USA	Multiple Order Cascade Raman Fiber Laser