

08-19-2003

FORM PTO 1595  
1-31-92U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of

102528484

hed original documents or copy thereof.

## 1. Name and Address of Conveying Party(ies):

XTERA COMMUNICATIONS, INC.  
500 W. Bethany Drive  
Allen, Texas 75013

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

☐ Yes ☒ No

## 2. Name and Address of receiving Party(ies):

Name: THE REGENTS OF THE UNIVERSITY  
OF MICHIGAN

Internal Address:

Street Address: Wolverine Tower, Room 2071  
3003 South State Street

City: Ann Arbor

State: Michigan Zip: 48109

Additional name(s) &  
Address(es) attached?☐ Yes ☒ No

## 3. Nature of conveyance:

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

Execution Date: July 14, 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): US 6,345,384 B1 issued 03/12/2002.

Additional Numbers ☐ Yes ☒ No

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

Name: Douglas M. Kuehl, Esq.  
Internal Address: BAKER BOTTS L.L.P.  
Street Address: 2001 Ross Avenue  
City: Dallas  
State: Texas Zip: 75201-2980

## 6 Total number of application and patents involved: Three

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

☒ Enclosed☐ Authorized to be charged to deposit account

## 8 Deposit Account Number:

(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.*Douglas M. Kuehl, Esq.  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet

3

OMB No. 0651-0011 (exp. 4/94)

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08/18/2003 EC00PER 00000024 6345384

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## ASSIGNMENT

WHEREAS, XTERA COMMUNICATIONS, INC. (hereafter "Assignor"), a Delaware corporation, having an address of 500 West Bethany Drive, Allen, Texas 75013, is the owner of an interest in and to U.S. Patent No. 6,356,384 B1 entitled "Broadband Amplifier and Communication System," issued May 12, 2002, and the inventions claimed therein (hereafter the "Patent Property"); and

WHEREAS, THE REGENTS OF THE UNIVERSITY OF MICHIGAN (hereafter "Assignee"), having an address of Wolverine Tower, Room 2071, 3003 South State Street, Ann Arbor, Michigan 48109, desire to acquire Assignor's entire right, title and interest in and to the Patent Property.

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 to Assignee, its right, title and interest in and to the Patent Property, as well as all re-issues, and re-examinations of said Patent Property, and all foreign counterparts of said Patent Property, subject, however, to Assignor retaining the rights in the Patent Property granted to Assignor in the License Agreement between Assignor and Assignee dated as of October 3, 2002 (the "License Agreement"), the rights assigned herein to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor's exclusive license rights in the Patent Property granted to Assignor in the License Agreement shall be unaffected by this Assignment.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of the Patent Property with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor also will communicate to Assignee any facts known to it respecting any improvements; and, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, execute all reissue and re-examination applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patent Property.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed on the dates and in the capacities shown below.

XTERA COMMUNICATIONS, INC.

By: John W. Bayless  
John W. Bayless  
Its: Chief Executive Officer and President  
Date: 7/14/03

STATE OF TEXAS                   §  
                                          §  
COUNTY OF Collin           §

Before me, the undersigned, a Notary Public on this day personally appeared ~~JOHN~~ W. BAYLESS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said XTERA COMMUNICATIONS, INC., a Delaware corporation, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14<sup>th</sup> day of July, 2002<sup>3</sup>.



Monica Villalobos  
Notary Public in and for  
the State of Texas