

8/11/03

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ER SHEET

Docket No. HE0167-A



102531023

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies):

Name: Brian J. Gimbel Execution Date: 2/5/02  
 Name: James P. Luther Execution Date: 2/20/02  
 Name: Thomas Theurkorn Execution Date: 2/20/02  
 Name: Hieu V. Tran Execution Date: 2/20/02  
 Name: Darrell R. Childers Execution Date: 2/4/02  
 Name: Dennis M. Knecht Execution Date: 2/20/02

2. Name/address of receiving party:

Corning Cable Systems LLC  
 800 17<sup>th</sup> Street, NW  
 PO Box 489  
 Hickory, NC 28603

03915 U.S. PTO  
 10/638627  
 08/11/03

3. Nature of conveyance:

Assignment  Security Agreement  Merger  
 Change of Name  Other

Additional names and addresses 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):

B. Patent No.(s):

Additional numbers attached?  Yes  No

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

Christopher C. Dremann  
 Corning Cable Systems LLC  
 PO Box 489  
 Hickory, NC 28603  
 (828) 901-5904

6. Total number of applications and patents involved: 1

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

Enclosed  Authorized to charge Deposit Acct.

8. Deposit account number: 19-2167

(Attach duplicate copy of this page if paying by deposit account)

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.



Date: 8/11/2003

Christopher C. Dremann

Total number of pages including cover sheet, attachments, and documents: 6

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10638627

**ASSIGNMENT****Of Patent Application for: METHOD AND APPARATUS FOR  
POSITIONING AN OPTICAL FIBER**

THIS ASSIGNMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by:

**Brian J. Gimbel**109 Barrington Road North  
Horseheads, NY 14845**James P. Luther**2471 Rolling Ridge Drive  
Hickory, NC 28602**Thomas Theuerkorn**2830 16<sup>th</sup> Street NE, #108  
Hickory, NC 28601**Hieu V. Tran**1628 Paddock Circle  
Charlotte, NC 28209**Darrell R. Childers**2730 24<sup>th</sup> Street Court NE  
Hickory, NC 28601**Dennis M. Knecht**4921 Elmhurst Dr. NE  
Hickory, NC 28601

WHEREAS, the said assignors have invented certain new and useful improvements in ***METHOD AND APPARATUS FOR POSITIONING AN OPTICAL FIBER*** set forth in an application for Letters Patent of the United States, filed on October 31, 2001, Serial No. 10/003,334; and,

WHEREAS, Corning Cable Systems LLC, a limited liability company duly organized under and pursuant to the laws of the State of North Carolina and having its principal place of business at 800 17th Street, N.W., Hickory, N. C. 28601, (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over and by these presents, do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully

and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above mentioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee, as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

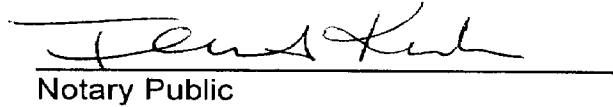


Brian J. Gimbel

Date: 2/5/02

STATE OF NEW YORK  
COUNTY OF STEUBEN

On this 5 day of February, 2002, personally before me came Brian J. Gimbel, known to me, and known to me to be the person described in and who signed the foregoing Assignment and being duly sworn, acknowledged that he executed the same.

  
Notary Public

(Notary Seal)

My commission expires 6/15/2002

**Theresa A. Karski**  
Notary Public No. 01KA6008960  
State of New York, Chemung County  
Commission Expires, 6/15/2002

*[Handwritten signature of James P. Luther]*

James P. Luther  
Date: 2-20-02

*[Handwritten signature of Thomas Theuerkorn]*

Thomas Theuerkorn  
Date: 2-20-02

Darrell R. Childers  
Date: \_\_\_\_\_

*[Handwritten signature of Hieu V. Tran]*

Hieu V. Tran  
Date: 2-20-02

*[Handwritten signature of Dennis M. Knecht]*

Dennis M. Knecht  
Date: 2-20-02

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

On this 20 day of FEBRUARY, 2002 personally before me came James P. Luther, Thomas Theuerkorn, Hieu V. Tran, and Dennis M. Knecht, known to me, and known to me to be the persons described in and who signed the foregoing Assignment and being duly sworn, acknowledged that they executed the same.

*[Handwritten signature of Rita A. McCall]*  
Notary Public

(Notary Seal)

My commission expires APRIL 22, 2006

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally before me came Darrell R. Childers, known to me, and known to me to be the person described in and who signed the foregoing Assignment and being duly sworn, acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

(Notary Seal)

My commission expires \_\_\_\_\_

James P. Luther  
Date: \_\_\_\_\_

Thomas Theuerkorn  
Date: \_\_\_\_\_  
*[Signature]*

Darrell R. Childers  
Date: 2/4/02  
*[Signature]*

Hieu V. Tran  
Date: \_\_\_\_\_

Dennis M. Knecht  
Date: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ personally before me came Brian J. Gimbel, James P. Luther, Thomas Theuerkorn, Hieu V. Tran, and Dennis M. Knecht, known to me, and known to me to be the persons described in and who signed the foregoing Assignment and being duly sworn, acknowledged that they executed the same.

\_\_\_\_\_  
Notary Public

(Notary Seal)

My commission expires \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

On this 4 day of February, 2002, personally before me came Darrell R. Childers, known to me, and known to me to be the person described in and who signed the foregoing Assignment and being duly sworn, acknowledged that he executed the same.

*Caroline S Bean*  
\_\_\_\_\_  
Notary Public

(Notary Seal)

My commission expires May 28, 2005