

08-27-2003



102537366

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

-Y

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Paul Gentieu
Craig Howard
Farhad Iryami

V. 22.03

2. Name and address of receiving party(ies):

Name: Finisar Corporation

Internal Address: _____

Street Address: 1308 Moffett Park Drive

City: Sunnyvale State: CA ZIP: 94089

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 10/20/2002, 10/17/2002 and 1/16/2003

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

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

10/318,286

B. Patent No.(s)

8.

Additional numbers attached? Yes No

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

Name: Eric L. Maschoff

Internal Address: _____

08/26/2003 LMUELLER 00000206 10318286

01 FC:8021

40.00 OP

Street Address: 1000 Eagle Gate Tower

60 East South Temple

City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and patents involved: 1

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

23-3178

(Attach duplicate copy of this page if paying by 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.

R. Burns Israelsen

R. Burns Israelsen

Aug-22, 2003

Name of Person Signing

Signature

10

Date

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

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Finisar Corporation, a Delaware corporation, having a place of business at 1308 Moffett Park Drive, Sunnyvale, CA 94089-1133 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled HANDHELD OPTICAL CHANNEL PERFORMANCE MONITOR AND OPTICAL SPECTRUM ANALYZER ("APPLICATION"), which:

- is to be filed herewith
 was filed on April 30, 2002,
 now bearing U.S. application number 10/137,572; and

2. The entire worldwide right, title, and interest in and to:
 (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;
 (c) all utility, divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Title of Document: ASSIGNMENT

Re: Paul Gentieu et al.

Title: HANDHELD OPTICAL CHANNEL PERFORMANCE MONITOR AND OPTICAL SPECTRUM ANALYZER

Filed: April 30, 2002

Application No.: 10/137,572

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u><i>Paul Gentieu</i></u>	<u>10/20</u> , 2002	<u>10/20</u> , 2002
Paul Gentieu		

State of _____ } S.S.
 County of _____ }

On _____ before me, _____ personally
 [DATE] [NOTARY PUBLIC]
 appeared _____ personally known to me or proved to me on the basis of
Paul Gentieu
 satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal _____ Notary

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
_____	_____, 2002	_____, 2002
Craig Howard		

State of _____ } S.S.
 County of _____ }

On _____ before me, _____ personally
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Craig Howard
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Application No.: 10/137,572

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
_____	_____	_____
Paul Gentieu	_____, 2002	_____, 2002

State of _____ } S.S.
County of _____ }

On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]
appeared _____ personally known to me or proved to me on the basis of
Paul Gentieu
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Notary Seal

Notary

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
<u>Craig Howard</u>	_____	_____
Craig Howard	10/17/2002	10/17/2002

State of _____ } S.S.
County of _____ }

On _____ before me, _____ personally
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Craig Howard
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Application No.: 10/137,572

<u>Name and Signature</u>	<u>Date of Signature</u>	<u>Date Declaration Executed By This Person</u>
_____	_____, 2002	_____, 2002
Farhad Iryami		

State of _____ } S.S.
County of _____ }

On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]
appeared _____ personally known to me or proved to me on the basis of
Farhad Iryami
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- was filed on April 30, 2002, now bearing U.S. application number 10/137,572; and
- the continuation of U.S. application number 10/137,572, filed on December 11, 2002, now bearing U.S. application number 10/318,286; and

2. The entire worldwide right, title, and interest in and to:

- (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;
- (c) all utility, divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

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Filed: April 30, 2002 and December 11, 2002

Application Nos.: 10/137,572 and 10/318,286

Name and Signature _____ Date of Signature _____, 2003

Paul Gentieu

State of _____ } S.S.
 County of _____ }

On _____ before me, _____ personally
 [DATE] [NOTARY PUBLIC]

appeared _____ personally known to me or proved to me on the basis of
Paul Gentieu

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Notary Seal _____ Notary

Name and Signature _____ Date of Signature _____, 2003

Craig Howard

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 County of _____ }

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Craig Howard

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Application Nos.: 10/137,572 and 10/318,286

Name and Signature

Date of Signature

[Handwritten Signature]

1.16 .2003

Farhad Iryami

State of _____ } S.S.

County of _____ }

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[DATE] [NOTARY PUBLIC]

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Farhad Iryami

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