



Tab settings

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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):

ALVAREZ, MARIO F.

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

2. Name and address of receiving party(ies)

Name: LAMBDA OPTICALSYSTEMS CORPORATION

Address: 960 Holmdel Road

Holmdel, New Jersey 07733

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

3. Nature of conveyance:

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

Execution Date: 7/23/2003

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)

10/145,969

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Eric J. Hanson, Esq.

Internal Address: Smith, Gambrell & Russell, LLP

Suite 3100, Promenade II

Street Address: 1230 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30309-3592

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 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.

Eric J. Hanson, Reg. No. 44,738

Name of Person Signing

[Signature]
Signature

September 2, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office,
P.O. Box 1450, Alexandria, VA 22313-1450

09/09/2003 ECDOOPER 00000094 10145969

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ASSIGNMENT

This Assignment agreement is applicable to an invention entitled

**DETECTION OF MODULE INSERTION/REMOVAL IN A
MODULAR OPTICAL NETWORK, AND
METHODS AND APPARATUS THEREFOR.**

The PATENT RIGHTS referred to in this agreement are:

- (check one) a patent application about to be filed in the United States Patent and Trademark Office.
- a patent application for this invention, executed by the ASSIGNOR concurrently with this Assignment.
- U.S. Patent Application No. 10/145,969, filed May 14, 2002.
- a U.S. patent application based on PCT International Application No. _____ filed on (date) _____ (U.S. patent application Serial No. _____, if known).
- U.S. patent No. _____, issued _____.

The PATENT RIGHTS also include all non-provisionals, divisions, reissues, continuations and extensions of the patent application identified above.

The PATENT RIGHTS assigned under this agreement are:

- (check one) U.S. patent rights only.
- Worldwide patent rights. In this case, the assignee shall have the right to claim the benefit of the filing date of any U.S. or foreign patent application for this invention.

The ASSIGNOR referred to in this agreement is the inventor whose signature appears on page 2 of this Assignment.

The ASSIGNEE referred to in this agreement is:

(Name of Assignee) **Lambda Optical Systems Corporation**
 (Address) **960 Holmdel Road, Holmdel, New Jersey 07733.**

The ASSIGNEE is:

- (check one) An Individual.
- A Partnership.
- A Corporation of Delaware (specify state or country)
- (other) _____.

THIS IS PAGE 2 OF AN ASSIGNMENT FROM THE INVENTORS TO
ASSIGNEE: Firstwave Secure Intelligent Optical Networks, Inc.
INVENTION TITLE: Detection of Module Insertion/Removal in a Modular Optical
Network, and Methods and Apparatus Therefor.

The ASSIGNOR, in consideration of \$10.00 paid by the ASSIGNEE, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby assigns the following rights to the ASSIGNEE, its successors and assigns:

the full and exclusive right to the invention;
the entire right, title and interest in and to the PATENT RIGHTS;
the right to sue and recover for any past infringement; and,
the right to claim priority under 35 USC 119, 35 USC 120, or any other applicable provisions, based on any earlier patent applications for this invention.

As to all U.S. patent applications assigned under this agreement, the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all Letters Patent to the ASSIGNEE as the assignee of the entire right, title and interest, for the sole use and enjoyment of said ASSIGNEE, its successors and assigns.

Further, the ASSIGNOR agrees to communicate to said ASSIGNEE, or its representatives, any facts known to the ASSIGNOR respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, substitute, renewal, reexamination and reissue applications, execute all necessary assignment papers to cause any and all Letters Patent to be issued to said ASSIGNEE, make all rightful oaths and generally do everything necessary or desirable to aid said ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for said invention.

The ASSIGNOR authorizes any attorneys and agents who have a power of attorney in this application to check any appropriate boxes and to insert the Application Number and filing date in this document after it has been executed.

Mario F. Alvarez
Name of Inventor

Mario F. Alvarez
Signature

7/23/03
Date