

09-23-2003



FORM PTO-1595
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PATENTS ONLY

U.S. Department of Commerce
Patent And Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

9-12-03

1. Name of conveying party(ies):

	<u>Date</u>
STEVE KLOTZ	09/03/2003
JASON DAVID MANN	09/04/2003
TIMOTHY LANE MCDANIEL	09/04/2003

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

3. Nature of conveyance:

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other _____	

Execution Date: SEE ABOVE

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

Name: Finisar Corporation

Internal Address: 1308 Moffett Park Drive

Street Address: _____

City: Sunnyvale State: CA Zip: 94089

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

10/661907

22388 U.S. PTO
10/661907
09/12/03

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: _____ (Date of Filing)

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:

Name: Patent Counsel

Internal Address: Moser, Patterson & Sheridan

Street Address: 3040 Post Oak Blvd, Suite 1500

City: Houston State: TX Zip: 77056

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

20-0782/FNSR/1001.03

8. Deposit account number:

20-0782/FNSR/1001.03

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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.

<u>N. Alexander Nolte</u> Name of Person Signing	 Signature	<u>09/12/03</u> Date
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Total number of pages including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Mail Stop Assignments
P.O. Box 1450 Alexandria, VA 22313-1450.
221291_1

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PATENT
REEL: 014503 FRAME: 0084

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

1)	STEVE KLOTZ 11005 Callanish Austin, TX 78750	2)	JASON DAVID MANN 4112 Avenue B Austin, TX 78751
3)	TIMOTHY LANE MCDANIEL 3401 Parmer, Apt. 825 Austin, TX 78727		

(hereinafter referred to as Assignors), have invented a certain invention entitled:

NETWORK ANALYSIS SCALABLE ANALYSIS TOOL FOR MULTIPLE PROTOCOLS

enclosed herewith or for which application for Letters Patent in the United States was filed on HEREWITH , under Serial No. UNKNOWN , executed on even date herewith; and

WHEREAS, Finisar Corporation, a corporation of the State of Delaware, having a place of business at 1308 Moffett Park Drive, Sunnyvale, CA 94089-1133 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:


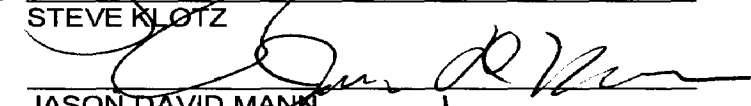

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	<u>9/3/03</u>	(DATE)	 _____ STEVE KLOTZ
2)	<u>9/9/03</u>	(DATE)	 _____ JASON DAVID MANN
3)	<u>9/4/03</u>	(DATE)	 _____ TIMOTHY LANE MCDANIEL

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