

Docket No.: 24056/2

FORM PTO-1595 (Modified) (Rev. 03-01) OMB No. 0651-0027 (exp. 5/31/2002) P09/REV03

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
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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):
FiberGrade Incorporated

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

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

Name: **PXIT, Inc.**

Internal Address: _____

Street Address: **420 Bedford Street**

City: **Lexington** State: **MA** ZIP: **02420**

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: **March 11, 2004**

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)

60/461,933 Filed on 04/10/2003
60/477,520 Filed on 06/11/2003
10/656,929 Filed on 09/05/2003

Additional numbers attached? Yes No

B. Patent No.(s)

CH \$120.00 500369 60461933

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

Name: **David D. Lowry, Esq.**

Internal Address: **Brown Rudnick Berlack Israels LLP**

Box IP

Street Address: **One Financial Center**

City: **Boston** State: **MA** ZIP: **02111**

6. Total number of applications and patents involved: **3**

7. Total fee (37 CFR 3.41):.....\$ **120.00**

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

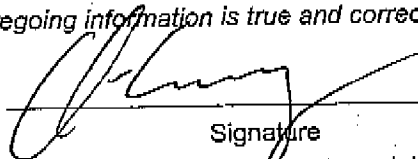
Authorized to be charged to deposit account

8. Deposit account number:
50-0369

(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.

David D. Lowry, Esq. (Reg. No. 38,538)  **April 13, 2004**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **5**

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PATENT ASSIGNMENT

PATENT ASSIGNMENT ("Assignment") effective as of March 11th, 2004 between FiberGrade Incorporated, a Delaware corporation with its principal place of business at 8 St. Mary's St., Boston, MA 02215 ("Assignor") and PXIT, Inc., a Delaware corporation, with office at 420 Bedford Street, Lexington, MA ("Assignee") which is a wholly owned subsidiary of Tsunami Photonics Limited, an Irish corporation with its principal place of business at Century Court, 100 Upper George's Street, Dun Laoghaire, Co. Dublin, Ireland.

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Agreement and Plan of Merger (the "Agreement") dated January 28, 2004; and

WHEREAS, included among the assets of Assignor are certain inventions (the "Inventions"), including without limitation the Patents and Patent Applications (the "Patents") set forth in Exhibit A attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

(a) Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all of the Inventions which are disclosed and claimed, and any and all of the Inventions which are disclosed but not claimed, in any of the Patents, and in and to each of the Patents and all continuations, divisionals, claims for priority, reissues, or other continuings thereof, and all other patents and applications for United States Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of the Inventions disclosed in any of the Patents; and in and to all original and reissued or reexamined patents or related foreign documents which have been or shall be issued on any such Inventions or improvements; and

(b) Assignor hereby sells assigns and transfer to Assignee, its successors, assigns and legal representatives, the right to sue and recover for, and the right to profits or damages (including increased damages) due or accrued arising out of or in connection with, any and all past, present or future infringements of the Inventions;

(c) Assignor authorizes and requests the Commissioner of Patents of the United States to issue to the Assignee, its successors, assigns and legal representatives, in accordance with this Agreement, any and all United States Letters Patent on the Inventions or any of them disclosed in any of the Patents; and

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(d) Assignor authorizes and agrees that the Assignee may apply for and receive foreign Letters Patent or rights of any other kind for the Inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the Patents and the Applications under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, the Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Agreement, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all such Inventions; execute all rightful oaths, Agreements, powers of attorney and other papers; communicate to the Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said Inventions and the history thereof; testify in all legal proceedings, and generally do everything possible which the Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said Inventions and for vesting title to said Inventions and all applications for patents or related foreign rights and all patents on such Inventions, in the Assignee, its successors, assigns and legal representatives.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as a sealed instrument as of the date below by its officer thereunto duly authorized.

FiberGrade Incorporated

By: [Signature]
Name: Fadi Daou
Title: President
Date: 3-11-04

Commonwealth of Massachusetts)
County of Norfolk) ss. Massachusetts

On this 11 day of March, 2004, before me, the undersigned notary public, personally appeared Fadi Daou, as President for FiberGrade Incorporated, proved to me through satisfactory evidence of identification, which were mass dr Lic, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature] (official signature and seal of notary)

My commission expires _____

STACEY J. COCCO
NOTARY PUBLIC
My Commission Expires Jan 5, 2007

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Exhibit A

Assigned Patents and Patent Applications

Application Number	Title	Filed
60/461,933	Method and Apparatus for Coherent Undersampling for Bit Rate Agnostic Signal Analysis and Reconstruction	4/10/03
60/477,520	Method and Apparatus for Jitter Measurement using Phase and Amplitude Undersampling	6/11/03
10/656,929	Method and Apparatus for Jitter Measurement using Phase and Amplitude Undersampling	9/5/03

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