

09-30-2003

FORM PTO 1595

1-31-92

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner

1. Name and Address of Conveying Party:

Mohammed N. Islam
907 Twin Creeks Dr.
Allen, Collin County, Texas 75009
Citizenship: United States of America

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: July 29, 2003

Name and Address of receiving Party(ies):

Name: THE REGENTS OF THE UNIVERSITY
OF MICHIGAN

Internal Address:

Street Address: Wolverine Tower, Room 2071
3003 South State Street
Ann Arbor

City:

Michigan

Zip: 48109

State:

Additional name(s) &
Address(es) 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): 6,052,393 issued April 18, 2000.

Additional Numbers ☐ Yes ☒ No

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

Name: Douglas M. Kuehl, Esq.
Internal Address: BAKER BOTTS L.L.P.
Street Address: 2001 Ross Avenue
City: Dallas
State: Texas Zip: 75201-2980

6 Total number of application and patents involved: Three

7 Total Fee (37C.F.R. 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.

Douglas M. Kuehl, Esq.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet

3

OMB No. 0651-0011 (exp. 4/94)

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PATENT
REEL: 014523 FRAME: 0445

ASSIGNMENT

WHEREAS, MOHAMMED NAZRUL ISLAM (hereafter "Assignor"), an individual and citizen of the United States of America, having an address of 907 Twin Creeks Drive, Allen, Collin County, Texas 75013, is an inventor and may have certain right, title and interest in U.S. Patent No. 6,052,393 entitled "Broadband Sagnac Raman Amplifiers and Cascade Lasers," issued April 18, 2000, and the invention claimed therein (hereafter the "Patent Property"); and

WHEREAS, THE REGENTS OF THE UNIVERSITY OF MICHIGAN (hereafter "Assignee"), having an address of Wolverine Tower, Room 2071, 3003 South State Street, Ann Arbor, Michigan 48109, desire to acquire any and all of my right, title and interest that I may have in and to the Patent Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, to the extent that Assignor has any right, title and interest in and to the Patent Property, does hereby sell, assign, transfer, quit claim and set over *Nunc Pro Tunc* to Assignee, his right, title and interest in and to the Patent Property, as well as all provisionals, divisions, continuations, re-issues, and re-examinations of said Patent Property, and all foreign counterparts of said Patent Property, said divisionals, and said continuations, subject to Xtera Communications, Inc. ("Xtera") maintaining exclusive license rights in the Patent Property as set out in that certain License Agreement between Xtera and Assignee dated as of October 3, 2002 (the "License Agreement"), the rights assigned herein to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. Xtera's exclusive license rights in the Patent Property granted to Xtera in the License Agreement shall be unaffected by this assignment.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of the Patent Property with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor, at the expense of Assignee, will also testify in any legal proceedings, sign all lawful papers, execute all reissue and re-examination applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patent Property.

ATTORNEY'S DOCKET:
069204.0138

PATENT ASSIGNMENT

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IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed on the dates and in the capacities shown below.



MOHAMMED NAZRUL ISLAM

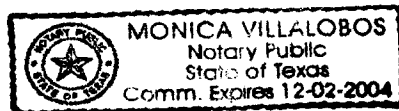
Date: 7/29/03

STATE OF Texas §

COUNTY OF Collin §

Before me, the undersigned, a Notary Public on this day personally appeared MOHAMMED NAZRUL ISLAM, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 29th day of July, 2003.



Monica Villalobos
Notary Public in and for
the State of Texas

DAL01:718421.1

RECORDED: 09/26/2003

PATENT
REEL: 014523 FRAME: 0447