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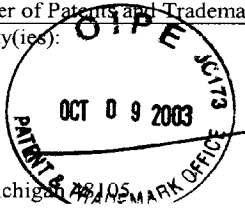


To the Honorable Commissioner of Patents and Trademarks. Please record

1. Name and Address of Conveying Party(ies):

Mohammed N. Islam
647 Spring Valley Drive
Barton Hills Village
Ann Arbor, Washtenaw County, Michigan 48105
Citizenship: United States of America

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



2. Name
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:

102578617

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: August 14, 2003

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): 10/188,158 filed July 1, 2002.

B. Patent No.(s):
 Additional Numbers Yes No

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

Name: Douglas M. Kubehl, 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

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Douglas M. Kubehl, Esq.
Name of Person Signing

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ASSIGNMENT

WHEREAS, MOHAMMED NAZRUL ISLAM (hereafter "Assignor"), an individual and citizen of the United States of America, having an address of 647 Spring Valley Drive, Barton Hills Village, Ann Arbor, Michigan 48105, is an inventor and may have certain right, title and interest in U.S. Patent Application Serial No. 10/188,158 entitled "Gain Control in Nonlinear Fiber Amplifier Stages" filed July 1, 2002, 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 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.

