

10-29-2003



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PATENT

TPS-001

R SHEET

10-27-03

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- ☒ New
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Conveyance Type

- ☒ Assignment ☐ Security Agreement
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Conveying Party(ies)

☐ Mark If additional names of conveying parties attached

Name	Execution Date	
	Month	Day Year
Steven J. Wein	10	20/2003
Arthur Menikoff	10	20/2003
James D. Targove	10	20/2003
	/	/

Receiving Party

☐ Mark If additional names of receiving parties attached

Name (line 1) Terapulse, Inc.

Name (line 2)

Address (line 1) 42 Nagog Park

Address (line 2)

Address (line 3) Acton MA 01720

City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Domestic Representative Name and Address

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Name

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PATENT

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10 OCT 27 AM 11:13

Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

10/101,427

Patent Number(s)

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Check Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number

20-0531

Authorization to charge additional fees:

Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Robert S. Blasi, Esq.

Name of Person Signing

Signature

October 23, 2003

Date

2700004

Mail documents to be recorded with required cover sheet(s) information to:

Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS, We, Steven J. Wein, Arthur Menikoff, and James D. Targove, have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

Polarization Mode Dispersion Compensation in Optical Transmission Media

and identified by

☐ Attorney Docket No. TPS-001, and/or executed by us on even date herewith and about to be filed in the United States Patent Office;

☒ Application No. 10/101,427 filed in the United States Patent Office on March 19, 2002;
and

WHEREAS, Terapulse, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 42 Nagog Park, Acton, MA 01718, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest we may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns,

and legal representatives, but at its or their expense and charges, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, we hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, we hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of our execution of this assignment;

AND, we hereby authorize and request the Director of the United States Patent and Trademark Office to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

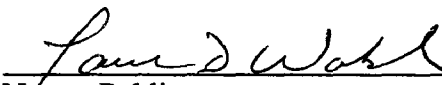
IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals on the date(s) set forth below.

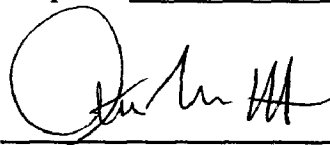
Inventor: 
Steven J. Wein

Commonwealth of
County of) ss

Subscribed and sworn to before me, by the above-named Steven J. Wein this 26 day of OCTOBER, 2003.

Paul D. Walsh
Notary Public
My Commission Expires
June 25, 2010

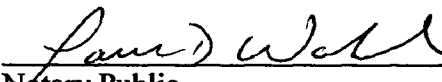

Notary Public
My Commission Expires: _____

Inventor: 
Arthur Menikoff

Commonwealth of)
County of) ss

Subscribed and sworn to before me, by the above-named Arthur Menikoff this 20 day of OCTOBER, 2003.

Paul D. Walsh
Notary Public
My Commission Expires
June 25, 2010


Notary Public
My Commission Expires: _____

Inventor: James D. Targove
James D. Targove

Commonwealth of)
County of) ss

Subscribed and sworn to before me, by the above-named James D. Targove this 20 day of
October, 2003.

Paul D. Walsh
Notary Public
My Commission Expires
June 25, 2010

Paul D. Walsh
Notary Public
My Commission Expires: _____