

**PATENT ASSIGNMENT**

Electronic Version v08  
 Stylesheet Version v02

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF ASSIGNOR'S INTEREST
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**CONVEYING PARTY DATA**

Name	Execution Date
Alcatel	2003-07-31

**RECEIVING PARTY DATA**

Name	Street Address	Internal Address	City	State/Country	Postal Code
Avanex Corporation	40919 Encyclopedia Circle		Fremont	CALIFORNIA	94538

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number	10655497

**CORRESPONDENCE DATA**

**FAX NUMBER:** 7136234846  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

**CUSTOMER NUMBER:** 047389

<b>NAME OF PERSON SIGNING:</b>	Walter C. Grollitsch
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<b>DATE SIGNED:</b>	2004-10-26
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**Total Attachments: 7**  
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Explanation of Attached Patent Assignments

U.S. Application No. 10/655,497 is a continuation of U.S. Patent No. 6,633,705, which claims the priority benefit of, and is related to, European Patent Application No. 00440227.7.

The attached patent assignment shows that all right, title and interest in European Patent Application No. 00440227.7 and all foreign counterparts thereof, have been transferred to Avanex Corp.

## PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made as of July 31, 2003 by **Alcatel**, a French Company organized and existing under the laws of France, having its registered office 54 rue La Boétie, 75008 Paris, France ("Assignor"), to **Avanex Corporation**, a Delaware corporation having a place of business at 40919 Encyclopedia Circle, Fremont, California 94538, United States of America ("Assignee").

### RECITALS

A. Assignor, Assignee and Corning Incorporated have entered into a Share Acquisition and Asset Purchase Agreement dated as of May 12, 2003 (the "Purchase Agreement").

B. Assignor owns the patent(s) issued by the United States Patent and Trademark Office and certain foreign patent and trademark offices, as well as patent applications filed with the United States Patent and Trademark Office and certain foreign patent and trademark offices, as set forth on Schedule A hereto (the "Patents").

C. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Patents.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

1. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patents (and regarding Patents that are patent applications, any patents that may issue therefrom), including any foreign counterparts, patents or patent applications to which the Patents claim priority, divisionals, continuations in whole or in part, reexaminations, reissues or extensions thereof, and the right to claim priority to any of the preceding, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted (provided, however, that the foregoing does not require Assignor to pay to Assignee any revenues or damages previously recovered or to be recovered pursuant to contracts previously concluded by Assignor, nor does it amend any other written agreements between Assignor and Assignee with respect thereto), for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, Assignor has executed this Assignment.

ASSIGNOR

By:



Signature

Printed Name: Ulrich Knecht

Title: Director Intellectual Property

**Schedule A**

Certificate of Signature

The signature executed before me above by

Mr. Ulrich K n e c h t ,  
born March 02<sup>th</sup>, 1957,  
Lorenzstr. 10, 70435 Stuttgart,

-identified by ID-Card of the Federal Republic  
of Germany-

is herewith duly certified.

Stuttgart, July 25<sup>th</sup>, 2003

UR-Nr. 406 / 2003



Hans Ulrich K u r z  
Notary Public at Stuttgart

**Schedule A**

REDACTED

ALCATEL patents to be assigned

docket	Patent card title	country	protection type	date of status	status	filing date	filing No.	publication date	publication No.	grant date	Grant No.
111817	Spod-izna converter configuration for high coupling efficiencies in optical modulates	EP	EPA	3/8/01	EXA	8/11/00	00440227.7	2/27/02	1182479		

May 9th, 2003

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