

Form PTO-1595 (Rev. 09/04)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Lucent Technologies Inc.

Execution Date(s) January 30, 2001

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Agere Systems Optoelectronics Guardian Corp.

Internal Address: _____

Street Address: 555 Union Boulevard

City: Allentown

State: Pennsylvania

Country: United States Zip: 18109

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

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,562,548

Additional numbers attached? ☐ Yes ☒ No

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

Name: Joseph Pugh

Internal Address: _____

Street Address: 2300 NE Brookwood Parkway

City: Hillsboro

State: Oregon Zip: 97124

Phone Number: 503-615-9616

Fax Number: 503-615-8904

Email Address: jpugh@tqs.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

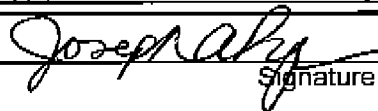
8. Payment Information

a. Credit Card Last 4 Numbers 2002
 Expiration Date 03/07

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature

November 15, 2004

Date

Joseph Pugh

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5895, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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PATENT
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EXECUTION COPY

PATENT ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AGERE SYSTEMS OPTOELECTRONICS GUARDIAN CORP.

Dated as of January 30, 2001

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of January 30, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR") and Agere Systems Optoelectronics Guardian Corp., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109, United States of America ("Agere Systems Optoelectronics Guardian").

RECITALS

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in Agere Systems Optoelectronics Guardian;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Agere Systems Optoelectronics Guardian, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS listed on Appendices A and B, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. Agere Systems Optoelectronics Guardian recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Optoelectronics Guardian Corp.).

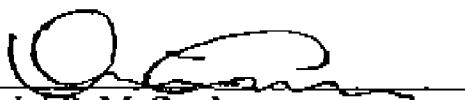
ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendices A and B may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including Agere, Inc., Ortel Corporation, Optimay Corporation, Herrmann Technology, Inc., and

Enable Semiconductor, Inc. Ownership of such patents shall not be affected by this Patent Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendices A and B.

ASSIGNOR agrees that, upon request it will, at any time without charge to Agere Systems Optoelectronics Guardian, but at Agere Systems Optoelectronics Guardian's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in Agere Systems Optoelectronics Guardian, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Agere Systems Optoelectronics Guardian and its respective successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

LUCENT TECHNOLOGIES INC.

By: 
Daniel P. McCurdy
President, Intellectual Property Business

**AGERE SYSTEMS OPTOELECTRONICS
GUARDIAN CORP.**

By: 
Fred M. Romano
President

APPENDIX B (continued)

Transferred Patents

Case Name	Filing Date	Issue Date	Patent No.	Serial No.
Cohen 1-24	6/23/1997	6/6/2000	6072616	09/233017
Collings 1-11-10-7-2				09/478149
Coult 15-32-3-2-1				
Coult 16-36-8-9	8/21/2000		60/226527	09/182722
Coult 9-17-5-1-1				
Cunningham 37-28	1/30/1998		09/016622	09/358112
Cunningham 41-39	7/21/1999			09/515010
Cunningham 42-43-2-2	2/29/2000			09/583126
Dai 1	5/30/2000			
Damen 19-1-1	4/24/1998		09/066132	
Darcie 21-6	12/28/1995		08/579700	09/474162
Daugherty 4-1-6-3-5				
Dautartas 23	10/6/1995		08/539491	
Dautartas 28	8/12/1996		08/695512	
Dautartas 31	2/24/1997		08/805404	
Dautartas 37-3-21-5	3/24/1998		09/047014	
Dautartas 39-11-6-24-6	6/1/1998		09/087675	09/201526
Dautartas 41-4				
Dautartas 42-5	12/29/1998	03/14/00	6037268	09/196956
Dautartas 43-19-9-13-22-19		6/13/2000	6074934	09/225269
Dautartas 44-25-28-25				09/347422
Dautartas 47-40-48-40				09/333055
Dautartas 52-45-14-15-52-43				09/397030
Dautartas 55-55-52				09/363533
Dautartas 57				09/366347
Dautartas 59-56-61-53				09/397487
Dautartas 61				09/420753
Dautartas 62				09/471977
Dautartas 63-8-10-10				09/468448
Dautartas 64-62-2	12/21/1999			09/468435
Dautartas 67-63-3	12/21/1999			
Dautartas 69-8	7/28/2000		09/628063	
Dautartas 71-16	10/4/2000		09/679325	60/190833
Dautartas 71-16				
Dautartas 72-17	8/30/2000		09/650602	60/190808
Dautartas 72-17				09/545473
Dautremont-Smith 16-19				09/545839
Dautremont-Smith 17-20				60/153883
Dave 11	9/14/1999			
Davies 6-1-7	1/29/1998	5/2/2000	6055976	09/563713
Decker 16-37				
Degani 29-64	12/17/1996		08/768769	09/256443
Degani 48-15				
Delavaux 24	3/16/1998		09/042526	09/471978
Delavaux 25-13-1	12/23/1999			09/584901
Delavaux 27-3	5/31/2000			
Denk 3-4-31-2	6/18/1998		09/099788	09/360321
Denk 4	7/23/1999			