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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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.
 A. Patent Application No.(s)
 B. Patent No.(s)
6,577,399
 Additional numbers attached? Yes No

6. Total number of applications and patents involved: 1

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@tgs.com

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: Joseph Pugh
 Signature
 Joseph Pugh
 Name of Person Signing

November 15, 2004
 Date
 Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1460

OP \$40.00 6577399

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

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)
: ss:
COUNTY OF SOMERSET)

I CERTIFY that on January 30, 2001, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:
a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and
b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Tamora Anne Hanna

Name

Notary Public

My Commission Expires:

[Notarial Seal]

TAMORA ANNE HANNA
Notary Public of New Jersey
Registered in Hunterdon County
My Commission Expires March 25, 20

STATE OF FLORIDA)
: ss:
COUNTY OF ORANGE)

I CERTIFY that on January 31, 2001, Fred M. Romano personally came before me and this person acknowledged under oath, to my satisfaction that:
a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Agere Systems Optoelectronics Guardian Corp. ; and
b.) this Patent Assignment was signed and made by Agere Systems Optoelectronics Guardian Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Mary V. Carter

Name

Notary Public

My Commission Expires:

[Notarial Seal]



APPENDIX B (continued)

Transferred Patents

| Case Name | Filing Date | Issue Date | Patent No. | Serial No. |
|------------------------|-------------|------------|------------|------------|
| Barbarossa 3-10 | | | | 09/350205 |
| Barbarossa 4-39-26-6 | 9/20/1999 | | | 09/399575 |
| Baron 1-2-4 | 12/16/1997 | | 08/991919 | |
| Baron 2 | 2/29/2000 | | | 09/515474 |
| Basavanhally 21-8 | 9/15/1998 | | 09/153386 | |
| Behringer 1-2-1-2-32-6 | | | | 09/241969 |
| Behringer 2-30-34-30 | | | | 09/256574 |
| Bergmann 13 | 7/15/1993 | | 08/092047 | |
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| Bergmann 31 | 3/17/1997 | 7/18/2000 | 08/819478 | 6091543 |
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| Bergmann 48-12-6 | 8/29/1998 | | 09/143921 | |
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| Bergmann 78-2-15-1 | | | | 60/200757 |
| Bernasconi 1-44-63 | 4/24/2000 | | | 09/556558 |
| Bhoja 1 | 3/23/2000 | | | 09/533922 |
| Bitler 2 | 4/8/1997 | | 08/835450 | |
| Bitner 1-7-5-22 | | | | 09/458136 |
| Bock 3-1-5-7 | | | | 09/351194 |
| Bond 2-62-54 | | | | 09/417663 |
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