

Client Code: DWILS.000GEN

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties) <b>AIRFIBER, INC.</b></p> <p>Additional name(s) of conveying party(ies) attached? ( ) Yes (X) No</p>	<p>2. Name and address of receiving party(ies): <b>Name: DOUGLAS WILSON COMPANIES</b> <b>Internal Address:</b> <b>Street Address: 450 B Street, Ste. 1900</b> <b>City: San Diego State: CA</b> <b>ZIP: 92101</b></p> <p>Additional name(s) of receiving party(ies) attached? ( ) Yes (X) No</p>
<p>3. Nature of conveyance: (X) Assignment ( ) Security Agreement ( ) Merger ( ) Change of Name ( ) Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures) December 2, 2004</p>	<p>4. US or PCT Application number(s) or US Patent number(s): ( ) Patent Application No.: Exhibit A attached Filing Date:</p> <p>Additional numbers attached? (X) Yes ( ) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No. 20,995</b> <b>Return Fax: (949) 760-9502</b> <b>Attorney's Docket No.: 54,198</b></p>	<p>6. Total number of applications and patents involved: 14</p>
<p>7. Total fee (37 CFR 1.21(h)): \$560 (X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Russell M. Jeide</u> Name of Person Signing</p> <p><u>54,198</u> Registration No.</p> <p><u><i>Russell M. Jeide</i></u> Signature</p> <p><u>12/15/04</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 5</p>	

CH \$560.00 111410 09859563

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
Director, U.S. Patent and Trade mark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
**Facsimile Number: (703) 306-5995**

S:\DOCS\IRMJ\RMJ-4641.DOC:gem121504

Client Code: DWILS.000GEN  
Page 3

EXHIBIT A

<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>
6,104,513	8/15/2000	HIGH BANDWIDTH COMMUNICATION SYSTEM FOR LARGE BUILDINGS
6,323,980	11/27/2001	HYBRID PICOCELL COMMUNICATION SYSTEM
6,594,043	7/15/2003	SYSTEM AND METHOD FOR PROVIDING AN EYE SAFE LASER COMMUNICATION SYSTEM
6,504,634	1/7/2003	SYSTEM AND METHOD FOR IMPROVED POINTING ACCURACY
6,490,067	12/3/2002	MULTI-CHANNEL OPTICAL TRANSCEIVER
<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>TITLE</u>
09/859,563	5/16/2001	OPTICAL TRANSCEIVER DESIGN AND MECHANICAL FEATURES
09/949,221	9/7/2001	PRIVATE NETWORK LINK VERIFICATION PROCEDURE IN FREE SPACE OPTICAL COMMUNICATION NETWORK
09/941,319	8/28/2001	AUTOMATIC LASER POWER CONTROL IN AN OPTICAL COMMUNICATION SYSTEM
10/045,661	10/23/2001	ATTENUATION AND CALIBRATION SYSTEMS AND METHODS FOR USE WITH A LASER DETECTOR IN AN OPTICAL
09/935,387	8/22/2001	BOOT PROCEDURE FOR OPTICAL TRANSCEIVER NODES IN A FREE-SPACE OPTICAL COMMUNICATION NETWORK
09/933,520	9/12/2001	ESTABLISHMENT AND MAINTENANCE OF OPTICAL LINKS BETWEEN OPTICAL TRANSCEIVER NODES IN FREE-SPACE
10/023,320	12/14/2001	OPTICAL AMPLIFIERS IN A FREE SPACE LASER COMMUNICATION SYSTEM
09/876,183	6/5/2001	ALIGNMENT OF NARROW BEAM TRANSMISSION
10/227,465	8/23/2002	REDUNDANT PATH COMMUNICATION METHODS AND SYSTEMS

*[Handwritten signature]*  
12-14-04

Client Code: DWILS.000GEN  
Page 1

**ASSIGNMENT**

WHEREAS, AIRFIBER, INC., a California corporation with its principal place of business at P.O. Box 502148, San Diego, CA 92150 (hereinafter "ASSIGNOR"), desires to assign its right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the United States issued Letters Patents and Applications for Letters Patents in the United States (hereinafter "the Patents and Patent Applications") listed on the attached Exhibit A. This ASSIGNMENT confirms the GENERAL ASSIGNMENT dated March 30, 2004 between ASSIGNOR and ASSIGNEE and is accordingly effective *nunc pro tunc* March 30, 2004,


WHEREAS, DOUGLAS WILSON COMPANIES, having offices at 450 B Street, Suite 1900, San Diego, CA 92101 (hereinafter "ASSIGNEE") desires to confirm the purchase and hereby purchase the entire right, title, and interest in and to the inventions disclosed in the Patents and Patent Applications;

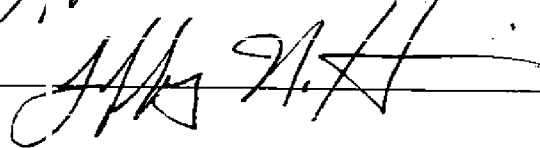
NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and Patent Applications and all Patents that may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements and all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR further acknowledges that it has sold all claims for damages and remedies to ASSIGNEE and does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to March 30, 2004, or may accrue thereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents and Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2<sup>nd</sup> day of December 2004.

  
\_\_\_\_\_  
AIRFIBER, INC.

By:   
\_\_\_\_\_

Client Code: DWILS.000GEN

Page 2

Name Printed: JEFFREY N. HARRIS

Title: Vice President of Operations  
SECRETARY

Date: 12-2-04

STATE OF MARYLAND  
COUNTY OF PRINCE GEORGES ss.

On 12/2/04, before me, GISEL KELLY, personally appeared Jeffrey Harris personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in their authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Gisel Kelly  
Notary Signature

My Commission Expires  
December 1, 2006