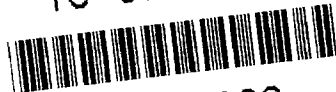


10-08-2004



102855603

FORM PTO-1596

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

HEET

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying part(ies):

Fitel USA Corp.

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

2. Name and address of receiving party(ies)

Name: Chromis Fiberoptics, LLC

Street Address: 600 Mountain Avenue, Rm 7F 212  
Murray Hill, NJ 07974

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: June 4, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent application No.(s)

B. Patent No.(s)

10/302,516

Additional numbers attached?  Yes  No

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

David P. Kelley  
Thomas, Kayden, Horstemeyer & Risley, L.L.P.  
100 Galleria Parkway, Suite 1750  
Atlanta, Georgia 30339-5948

6. Total number of applications/patents involved: [ 1 ]

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorization to charge credit card (attached)

8. Deposit Account Number:

20-0778

(Attach duplicate copy of this document to Deposit Account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and this copy is a true copy of the original document.

David P. Kelley

Typed Name

Signature

9/13/04

Date

Pocket #: 060310-1110

Total number of pages including cover sheet, attachments, and document: [ 5 ]

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

RECEIVED

SEP 14 2004  
PIPE/JCWS

10/07/2004 JJALLAH2 00000033 200778 10302516

40.00 DA

## PATENT ASSIGNMENT WITH LIEN

**THIS PATENT ASSIGNMENT** (this "Assignment"), is by and between Furukawa Electric North America, Inc., formerly known as Fitel USA Corp., a Delaware corporation with its offices at 2000 Northeast Expressway, Norcross, Georgia, 30071-4230 ("ASSIGNOR"), and Chromis Fiberoptics, LLC, a New Jersey limited liability company with offices 600 Mountain Avenue, Rm 7F 212, Murray Hill, NJ 07974 United States of America ("ASSIGNEE").

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 and a reserved license by ASSIGNOR, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to ASSIGNEE, 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 the patents listed on Schedule A (the "Assigned Patents").

The Assigned patents on Schedule A are subject to the following lien: The security interest granted by ASSIGNEE to OFS Fitel, LLC as secured party pursuant to that Security Agreement dated June 4, 2004 between ASSIGNEE and OFS Fitel, LLC.

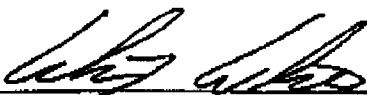
This Patent Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**FURUKAWA ELECTRIC NORTH  
AMERICA, INC.**

By:   
Name: Carl R. Johnston  
Title: Attorney

**ASSIGNEE**

By:   
Name: Whitney R. White  
Title: CEO and Member

C-870642v01\_12952.01097

PAGE 16/19 \* RCVD AT 9/13/2004 1:42:27 PM [Eastern Daylight Time] \* SVR:USPTO-EFXRF-1/0 \* DNIS:8729306 \* CSID: \* DURATION (mm-ss):04-56

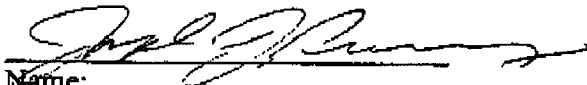
**PATENT  
REEL: 015858 FRAME: 0142**

**ACKNOWLEDGMENTS**

STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF Union )

I CERTIFY that on this 17<sup>th</sup> day of JUNE, 2004, WHITNEY R WHI 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 \_\_\_\_\_ of Furukawa Electric North America, Inc. and had the authority to do so; and
- b) this Patent Assignment was signed and made by Furukawa Electric North America, Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.



Name:  
Notary Public  
My Commission Expires:

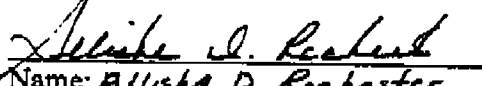
JOSEPH J. PENNEY  
Notary Public of New Jersey  
My Commission Expires June 15, 2006

[Notarial Seal]

STATE OF GEORGIA )  
 ) ss.  
COUNTY OF GUINNETT )

I CERTIFY that on this 25 day of June, 2004, Carl Johnston 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 the \_\_\_\_\_ of ASSIGNEE, and had the authority to do so; and
- b) this Patent Assignment was signed and made by ASSIGNEE as its voluntary act and deed by virtue of authority arising from the approval of its Manager.



Name: Alisha D. Rochester  
Notary Public  
My Commission Expires: April 13, 2007



[Notarial Seal]

Schedule A  
ASSIGNED PATENTS

<b>Blyler 43-18-1-18</b>	US	09/321,050	05/27/1999	6,254,808	07/03/2001	ISSUED
	JP	2000-151547	05/23/2000			PENDING
<b>Blyler 50-20-1-6</b>	US	09/778,298	02/07/2001	6,527,986	03/04/2003	ISSUED
<b>Blyler 48-37-3</b>	US	09/349,191	07/07/1999	6,636,672	10/23/03	ISSUED
	DE	00304770.1	06/06/2000			PENDING
	FR	00304770.1	06/06/2000			PENDING
	GB	00304770.1	06/06/2000			PENDING
	JP	2000-179739	06/15/2000			PENDING
	EP	00304770.1	06/06/2000			PENDING
<b>Blyler 45-76-21</b>	US	09/344,638	06/25/1999	6,500,353	12/31/2002	ISSUED
<b>Weld 36-5</b>	US	09/544,030	04/06/2000	6,588,942	07/08/2003	ISSUED
	JP	2001-105788	04/04/2001			PENDING
<b>Giaretta 1-2</b>	US	09,190,504	11/12/1998	6,157,757	12/05/2000	ISSUED
	JP	321877/1999	11/12/1999			PENDING
	EP	99308674.3	11/02/1999			PENDING
	DE	99308674.3	11/02/1999			PENDING
	FR	99308674.3	11/02/1999			PENDING
	GB	99308674.3	11/02/1999			PENDING
<b>White 4</b>	US	09/396,826	09/14/1999	6,476,951	11/05/2002	ISSUED
	DE	00307632.0	09/04/2000			PENDING
	FR	00307632.0	09/04/2000			PENDING
	JP	2000-277409	09/13/2000			PENDING
	EP	00307632.0	09/04/2000			PENDING
<b>Shevchuck 38</b>	US	09/421,737	10/20/1999	6,325,549	12/04/2001	ISSUED
	JP	2000-213239	07/13/2000			PENDING
	EP	00305577.9	07/03/2000			PENDING
	DE	00305577.9	07/03/2000			PENDING

C-870642v01\_12952.01097

2

	FR	00305577.9	07/03/2000			PENDING
	GB	00305577.9	07/03/2000			PENDING
<u>White 7</u>	US					PENDING
<u>White 8</u>	US	10/302,516	11/22/2002			PENDING
	JP	03-391880	11/21/2003			PENDING
	FR	FR-03 12219	10/17/2003			PENDING
	KR	03-00892926	11/21/2003			PENDING
<u>Sherman 25-39</u>	US	09/548,951	04/18/2000	6,431,763	08/13/2002	ISSUED

C-870642v01\_12952.01097