

10-05-2004

Attorney Docket No. 020707-002510US

Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)



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

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PATENTS ONLY

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

John Edward Bowers, July 23, 2003
Shifu Yuan, July 24, 2003
Roger Helkey, July 23, 2003
Xuezhe Zheng, July 23, 2003
James R. Sechrist, August 23, 2003

2. Name and address of receiving party(ies)

Calient Networks, Inc.
5853 Rue Ferrari
San Jose, CA 95138

10/1/04
CFR/FINANCE
SECTION 1 11 6 03

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 _____

3/15/04

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

4. Application or patent number(s):

A. Patent Application No.(s) 10/616,244

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Robert C. Colwell

Internal Address: _____

TOWNSEND AND TOWNSEND AND CREW LLP

Street Address: Two Embarcadero Center,
Eighth Floor

City: San Francisco

State: California Zip: 94111-3834

Phone Number: (415) 576-0200

Fax Number: (415) 576-0300

Email Address: rcc@townsend.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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- None required (government interest not affecting title)

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b. Deposit Account Number 20-1430
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9. Signature:

September 23, 2004

Signature

Date

Robert C. Colwell

Name of Person Signing Atty. Reg. No. 27,431

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

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Form PTO-1595

(Rev. 10-02)
OMB No. 0651-0027 (exp. 5/31/2002)

Sheet

U.S. Department of Commerce
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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
John Edward Bowers **3:15-04**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date:

2. Name and address of receiving party(ies)
Name: Calient Networks, Inc.
Internal Address:
Street Address: 5853 Rue Ferrari
City: San Jose State: CA ZIP: 95138
Additional name(s) and address(es) attached? Yes No

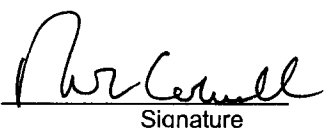
4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No(s): 10/616,244
Additional numbers attached? Yes No

B. Patent No(s):
OPR/FINANCE
MAY 15 AM 9:50

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert C. Colwell
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, Eighth Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and patents involved 1
7. Total fee (37 CFR 3.41): -----\$40.00
 Enclosed
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8. Deposit account number: **20-1430**
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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.
Robert C. Colwell
Name of Person Signing
Atty. Reg. No. 27,431

Signature
3/9/04
Date

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03/17/2004 ECDPER 00000013 201430 10616244
01 FC:0021 40.00 BA

ASSIGNMENT OF PATENT APPLICATION

JOINT

WHEREAS, the below-listed individuals, herein referred to as "Assignors," are the inventors of the invention described and set forth in the following application for United States Letters Patent:

Optical Switch with Adjustable Optical Loss

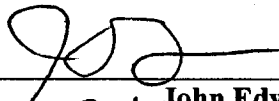
WHEREAS, **Calient Networks, Inc.**, 5853 Rue Ferrari, San Jose, CA 95138-1851, hereinafter referred to as "Assignee," is desirous of acquiring an interest in the invention and application and in any U.S. Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

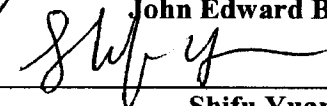
IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Date: 7/23/03



John Edward Bowers

Date: 7/24/03



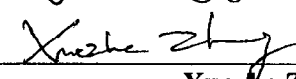
Shifu Yuan

Date: 23-Jul-03



Roger Helkey

Date: 7/23/03



Xuezhe Zheng

Date: _____

(note: signed on separate sheet RJH)

James R. Sechrist

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JOINT

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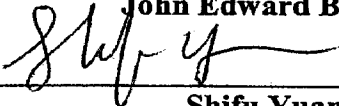
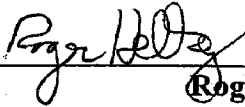
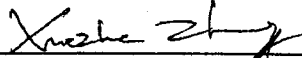
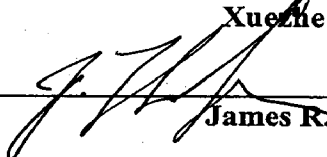
Optical Switch with Adjustable Optical Loss

WHEREAS, **Calient Networks, Inc.**, 5853 Rue Ferrari, San Jose, CA 95138-1851, hereinafter referred to as "Assignee," is desirous of acquiring an interest in the invention and application and in any U.S. Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Date: <u>7/23/03</u>	 _____ John Edward Bowers
Date: <u>7/24/03</u>	 _____ Shifu Yuan
Date: <u>23-Jul-03</u>	 _____ Roger Helkey
Date: <u>7/23/03</u>	 _____ Xuehe Zheng
Date: <u>8-23-03</u>	 _____ James R. Sechrist