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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):

Jon Anderson

Execution Date(s) 11/11/2004

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: Opnext, Inc.

Internal Address: _____

Street Address: 1 Christopher Way

City: Eatontown

State: New Jersey

Country: US Zip: 07724

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

10/925,901

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jeffrey I. Kaplan

Internal Address: _____

Street Address: Kaplan & Gilman, LLP

900 Rt. 9 North

City: Woodbridge

State: New Jersey Zip: 07095

Phone Number: 732-634-7634

Fax Number: 732-634-6887

Email Address: jkaplan@kaplangilman.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 _____
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b. Deposit Account Number 11-0223

Authorized User Name Kaplan & Gilman

9. Signature:

Signature

November 22, 2004

Date

Jeffrey I. Kaplan

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, 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
REEL: 016017 FRAME: 0033

Assignment of Patent Rights

The parties to this assignment are listed below and if there is more than one Assignor or Assignee, the words "Assignor" and "Assignee" shall include them:

Assignor: Jon Anderson having an address at 7 Sequoia Court, Brielle, NJ 08730, USA; and

Assignee: Opnext, Inc. having an address at 1 Christopher Way, Eatontown, NJ 07724

This assignment relates to the following patent application and/or issued patent, which is hereinafter referred to as "the Patent":

☐ a United States patent application signed by Assignor on _____, 2004, and entitled _____; or

☒ a United States patent application filed in the U.S. Patent and Trademark Office on August 25, 2004, Application No 10/925,901, entitled XFP Adapter Module; or

☐ an issued United States patent, issued on _____, 2004, under United States Patent No. _____.

Assignor has received Ten Dollars (\$10.00) and other good and valuable consideration for this assignment. Assignor assigns to Assignee all of Assignor's right, title and interest in the Patent, the invention(s) described and claimed in the Patent, and all patents that may issue based on the invention(s) and on the Patent, including any patent that issues from a divisional and/or continuing application claiming benefit of the Patent, in the United States *and in every foreign country*, including the right to enforce the Patent for infringement accrued prior to the effective date of this assignment. *Assignor also assigns to Assignee all priority rights in the Patent.* In those countries where permitted, the Assignor authorizes the Assignee to apply for patents for the invention directly in Assignee's name.** Assignor authorizes the Commissioner of Patents and Trademarks or other governmental authority to issue all patents for the invention directly to Assignee. Assignor states that Assignor has the right to grant to Assignee the rights which are assigned by this assignment. Assignor will sign any additional documents as may be needed to carry out the purpose of this assignment. This assignment is binding on all parties who lawfully succeed to the rights of or take the place of Assignor or Assignee.

The undersigned hereby grant(s) to the firm of Kaplan & Gilman, L.L.P., 900 Route 9 North, Woodbridge, New Jersey 07095, the power to insert on this assignment any further identification of the Patent which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office concerning recordation of this document.

The effective date of this assignment is _____.

SIGNATURE(S)

DATE

TYPED OR PRINTED NAME(S)


First Assignor Signature

11/11/2004

Jon Anderson

Second Assignor Signature

Third Assignor Signature

Witness _____

Date _____

Witness _____

Date _____

* Strike italicized sections only if foreign rights are not intended to be assigned.

RECORDED: 11/23/2004

**PATENT
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