

01-03-2005

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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):

SHANTI CAVANAUGH

Execution Date(s) **NOVEMBER 18, 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: **XTELLUS INC.**

Internal Address: \_\_\_\_\_

Street Address: **104 AMERICAN ROAD**

City: **MORRIS PLAINS**

State: **NEW JERSEY**

Country: **USA** Zip: **07950**

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)

10/394,400      10/101,092  
10/607,885      10/719,078  
60/625,644

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **EILENBERG & KRAUSE LLP**

Internal Address: \_\_\_\_\_

Street Address: **11 EAST 44<sup>TH</sup> STREET**

City: **NEW YORK**

State: **NEW YORK** Zip: **10017**

Phone Number: **(212) 986-9700**

Fax Number: **(212) 986-2399**

Email Address: **mail@ezlaw.com**

6. Total number of applications and patents involved:

5

7. Total fee (37 CFR 1.21(h) & 3.41) **\$200.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to a deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_

Signature

*Wesley J. Paul*

Name of Person Signing

12/29/04

Date

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

5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Direction of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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PATENT  
REEL: 016108 FRAME: 0429

# PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made this 0<sup>th</sup> day of November, 2004, by Shanti Cavanaugh ("Assignor"), in favor of Xtellus Inc., a Delaware corporation ("Assignee").

WHEREAS, Spectraswitch Inc (the "Company") and Assignee are parties to an Asset Purchase Agreement dated as of October 27, 2004, whereby, among other things, Assignee purchased the Company's intellectual property and other related rights and property as described in such Agreement (the "Purchased IP"); and

WHEREAS, Assignor was either an employee of or contractor to the Company and is named as an inventor, principal or other similar party on documentation relating to the Purchased IP.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, absolutely and unconditionally, the full and exclusive right, title, and interest in and to each of the patents and pending patent applications as set forth on Exhibit A hereto, as well as to all inventions represented thereby, and any renewals, extensions, reissues or reexaminations of those patents and any divisions, renewals, extensions, continuations or continuations-in-part, of those applications and all patents resulting from any of the foregoing ("Patent Rights"), and further including, in all countries, the right to claim priority based on the applications, the Patent Rights to be held and enjoyed by Assignee to the full end of the term for which those patents are granted, as fully and entirely as they could have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights of actions for past infringement thereof including the right to recover damages for said infringement;

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the Patent Rights to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment;

3. Assignor hereby represents and warrants that Assignor has the full right to convey the entire interest herein assigned without conflict with the rights of others, and that Assignor has not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith; and

4. Assignor hereby further covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assigns, any facts and documents known to Assignor respecting the Patent Rights, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Patent Rights in all countries.

[signature page follows]



## EXHIBIT A

All patents and patent applications held by SpectraSwitch, Inc., described as follows:

Cou ntry	Application	Title	Filing Date	Patent No./Publi c. No.	Inventors
USA	10/371,235	LC Cell Platform	2/21/03		Grady Anderson, Shanti Cavanaugh, Jim Hood, Lou Molinari, Edward Palen, Mark Young
USA	10/371,976	Fabrication Method for LC Cell	2/21/03		Grady Anderson, Shanti Cavanaugh, Jim Hood, Lou Molinari, Edward Palen, Mark Young
USA	10/371,983	Thermal Control System for LC Cell	2/21/03		Shant Cavanaugh, Mark Crowley, Neil Spatz
USA	10/379,384	LC VOA	3/3/03		Shanti Cavanaugh, Lindsay Austin, Lou Molinari, Mark Young
USA	10/391,510	Multi-pixel LC Cell Array	3/17/03		Shanti Cavanaugh, Lindsay Austin, Lou Molinari, Mark Young
USA	10/394,400	LC Optical Processing Systems	3/19/03	6,778,251 B1	Shanti Cavanaugh, Lindsay Austin
USA	10/453,455	Narrow Band Tunable Filter with Integrated Detector	6/2/03		Shanti Cavanaugh, Gary Zalewski
USA	10/607,885	Flat Top Tunable Filter	6/27/03		Shanti Cavanaugh
USA	10/719,078	LC Wavelength Apparatus	11/21/03		Shanti Cavanaugh, Jim Hood, Lou Molinari, Mark Young
USA	60/525,644	Compact Semiconductor Lasers with LC External Cavity	11/26/03		Kevin Jianluo Zhang, Shanti Cavanaugh, Jim Hood
USA		Birefringent Optical Device -	9/15/00	6,594,063	Richard Albert, Desmond L. Seekola, Brent Bergner
USA		Birefringent Optical Device -	9/15/00	6,504,642	Richard Albert, Arne Erstling, Desmond L. Seekola, Brent Bergner, Michael Knotz
USA		Polarization Independent Optical Switching	2/12/00	6,111,633	Richard Albert, Anthony P. Baker
	09/663,046	E-O Controllable Polarization	9/15/00		Zhong Ming Mao, Desmond L. Seekola, Arne Erstling, Michael Knotz, Nandana Amarsinghe
	09/633,105	Birefringent Optical Device -	9/15/00		Desmond L. Seekola, Igor Stouklov, Michael Knotz, Nandana Amarsinghe
	10/101,092	LC based R-OADM	3/18/02		Shuqiang Chen, Patrick Wang, Shanti Cavanaugh, Igor Stouklov, Niannan Cai

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma

ss.

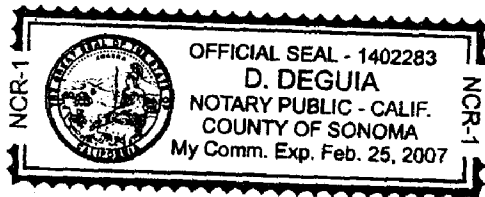
On November 18 2004 before me, D DeGuia Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Shanti Cavanaugh  
Name(s) of Signer(s)

☐ personally known to me

☒ 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/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ 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.

D DeGuia

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Patent Assignment

Document Date: 11/18/04 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: Shanti Cavanaugh

☒ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: self

