

22505

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03-10-2005

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Director of the United States Patent

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Honeywell International Inc.

2. Name and address of receiving party(ies):

Name: **Finisar Corporation**

Address: **1308 Moffett Park Drive**

112919 U.S. PTO
11/066793
022605

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

City: **Sunnyvale** State/Prov.: **CA**

Country: **USA** ZIP: **94089**

Execution Date: **March 1, 2004**

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

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

If this document is being filed together with a new application, the execution date of the application is: **February 25, 2005**

Patent Application No. Filing date

B. Patent No.(s)

03/02/2005 KBETEMA1 00000024 11066793

05 FC:8021

40.00 DP

Additional numbers

☐ Yes ☒ No

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

Name: **Eric L. Maschoff**

Registration No. **36,596**

Address:

022913

PATENT TRADEMARK OFFICE
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6. Total number of applications and patents involved:

1

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

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23-3178

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9. Statement and signature.

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.

Carl T. Reed

Name of Person Signing

Carl T. Reed
Signature

34

Date

2/25/05

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
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PATENT
REEL: 016338 FRAME: 0243

PATENT ASSIGNMENT

WHEREAS, Honeywell International Inc., a Delaware corporation located and doing business at 101 Columbia Road, Morristown, NJ 07962-2245 (hereinafter "Honeywell International"), is the successor in interest to all of the assets of Honeywell Inc. as evidenced by Exhibit 1 attached herewith, and, subject to the rights of third parties, is the assignee of the granted patents, pending patent applications, and invention disclosures identified on the attached Exhibit A which is incorporated by reference and made an integral part hereof; and

WHEREAS, Finisar Corporation, a corporation located and doing business at 1308 Moffett Park Drive, Sunnyvale, California 94089 (hereinafter "Finisar"), is desirous of acquiring Honeywell International's entire right, title and interest in, to and under said granted patents, pending patent applications, and invention disclosures of Exhibit A.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, as of January 24, 2004 ("Effective Date"), be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Honeywell International has sold, conveyed, assigned, transferred and set over, and does hereby sell, convey, assign, transfer and set over to said Finisar its entire right, title and interest in and to the granted patents, the pending patent applications, and the invention disclosures set forth in the Exhibit A, both foreign and domestic, and the invention(s) claimed in such patents and applications for patent and any divisional, continuation, continuation-in-part, revival, re-examination, reissue, renewal, or extension thereof, or any patent or application for patent claiming priority from such patents and applications for patent, that have issued or shall issue, including, without limitation, subject to the rights of third parties, all of its rights under any and all international conventions, treaties and/or agreements concerning patents to which the United States is a party ("Assigned Patents"), and including, without limitation, the right to own and to prosecute in Finisar's own name any reexaminations, reissues, interferences, oppositions, and all causes of action now in existence or arising in the future resulting from acts of infringement relating to any of the Assigned Patents, including, without limitation, the right to sue and recover for past or present infringement, and the sole right to settle such causes of action.

Honeywell International hereby authorizes and requests the Commissioner of Patents to recognize Finisar as having the full power to file patent applications based upon the invention disclosures, prosecute the pending applications set forth in the Attachments, and issue letters patent to said Finisar in accordance herewith, obtain certified copies thereof, make alterations and amendments therein, receive any patent issuing therefrom and transact all business in the Patent and Trademark Office connected therewith, the same to be held and enjoyed by said Finisar for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or any other legal representatives, to the end of the term or terms for said Assigned Patents, as fully and entirely as the same would have been held and enjoyed by said Honeywell International if this assignment had not been made. Honeywell International further authorizes Finisar, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of any of the Assigned Patents and/or otherwise take advantage of the provisions of any international convention, treaty and/or agreement.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, the parties have caused these presents to be signed by their duly authorized representative.

Agreed and Accepted:

FINISAR CORPORATION

By: S. K. Workman

Name: Stephen K. Workman

Senior Vice President, Finance, Chief

Title: Financial Officer and Secretary

Date: 8/1/04

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PATENT
REEL: 016338 FRAME: 0245

IN TESTIMONY WHEREOF, the parties have caused these presents to be signed by their duly authorized representative.

Agreed and Accepted:

FINISAR, INC.

By: _____

Name: _____

Title: _____

Date: _____

HONEYWELL INTERNATIONAL INC.

By: Thomas F. Larkins

Name: Thomas F. Larkins

Title: VP & Deputy General Counsel & Corporate Secretary

Date: 3/1/04

State of New Jersey

) ss:

County of Morris

I, Christina A. Sanclimenti, a notary public in and for the above jurisdiction, do certify that Thomas F. Larkins, whose name is signed to the writing above bearing the date March 1, 2004, has acknowledged the same to me to be his free act and deed.

Given under my hand to me this 1st day of March, 2004

Christina A. Sanclimenti
Notary Public

My Commission Expires:
September 11, 2008

CHRISTINA A. SANCLIMENTI
NOTARY PUBLIC
STATE OF NEW JERSEY
COMM. ID. 2304785
MY COMMISSION EXPIRES SEPT. 11, 2008

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