

REC

03-17-2005



102960914

To the Director of the U.S. Patents and Trad

its or the new address(es) below.

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

Ming Cai February 17, 2005  
Xuehua Wu February 18, 2005  
Giovanni Barbarossa February 18, 2005

Execution Date(s) See Above

Additional name 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: Avanex Corporation

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

Street Address: 40919 Encyclopedia Circle

City: Fremont

State: CA

Country: U.S.A. Zip: 94538

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

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

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: John C. Carey

Internal Address: Moser, Patterson, & Sheridan, LLP

Street Address: 3040 Post Oak Boulevard, Suite 1500

City: Houston

State: TX Zip: 77056-6582

Phone Number : (713) 623-4844

Fax Number: (713) 623-4846

Email Address: \_\_\_\_\_

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 \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number 20-0782/AVAN 002014  
Authorized User Name John C. Carey

9. Signature :

Signature

3/1/05  
Date

03/16/2005 6TON11

00000100

200782

11070450

01 FC:8421

40.00 BA

John C. Carey, Reg. No. 51,530

Name of Person Signing

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

3

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

344827\_1

PATENT  
REEL: 016357 FRAME: 0772

Atty. Dkt. No.AVAN/002014

**ASSIGNMENT FOR APPLICATION FOR PATENT**

WHEREAS:

Names and Addresses of Inventors:

1)	Ming Cai 39224 Guardino Drive #315 Fremont CA 94538	2)	Xuehua Wu 104 Valley Oaks Loop Union City, CA 94587
3)	Giovanni Barbarossa 12430 Curry Court Saratoga, CA 95070		

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**OPTICAL SWITCH**

enclosed herewith or for which application for Letters Patent in the United States was filed on  
, under Serial No. , executed on even date herewith; and

WHEREAS, Avanex Corporation, a corporation of the State of Delaware, having a principal place of business at 40919 Encyclopedia Circle, Fremont, California 94538, (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a conventional, division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, conventional, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition

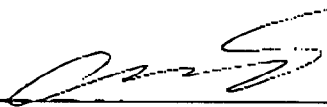
proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) 2/17/2005 (DATE)

  
Ming Cai

2) 2/18/2005 (DATE)

  
Xuehua Wu

3) 2/18/2005 (DATE)

  
Giovanni Barbarossa

341813v1