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

102979140 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): 2. Name and address of receiving party(les) Katsuhiko Kurumada (09/16/2004), Toshiaki NTT ELECTRONICS CORPORATION Tamamura (09/22/2004), Masatoshi Kanaya (09/22/2004), and Makoto Satoh (09/16/2004). Internal Address: Execution Dates: in parentheses after inventor name Street Address: 12-1, Dogenzaka 1-chome No Additional name(s) of conveying party(ies) attached? X Yes Shibuya-ku Tokyo 3. Nature of Conveyance: 150-0043 x Assignment Merger **JAPAN** Security Agreement Change of Name City: Government Interest Assignment State: Executive Order 9424, Confirmatory License Country: Additional name(s) & address(es) Yes x No attached: 4. Application or patent number(s): x This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) Additional numbers attached? 5. Name and address to whom correspondence 6. Total number of applications and 1 concerning document should be mailed: patents involved: Name: Michael A. Sartori, Ph.D. VENABLE LLP 7. Total fee (37 CFR 1.21(h) & 3.41) 40.00 Internal Address: Atty. Dkt.: 32307-208197 Authorized to be charged to credit card Street Address: P.O. Box 34385 Authorized to be charged to deposit account Enclosed Х None required (government interest not affecting title) Washington City: 8. Payment Information: DC 20043-9998 State: a. Credit Card Last 4 Numbers (202) 344-4000 **Expiration Date** Phone Number: (202) 344-8300 Fax Number: b. Deposit Account Number Authorized User Name **Email Address:** Signature. September 27, 2004 Michael A. Sartori, Ph.D. - 41,289 Total number of pages including cover sheet, attachments, and documents: Name of Person Signing

DC2-583983

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by 1) Katsuhiko KURUMADA, 2) Toshiaki

TAMAMURA, 3) Masatoshi KANAYA, and 4) Makoto SATOH (hereinafter referred to as

Assignors), residing at 1), 2), 3), and 4) c/o Intellectual Property Department, NTT

ELECTRONICS CORPORATION, 12-1, Dogenzaka 1-chome, Shibuya-ku, Tokyo 150-0043,

Japan;

WHEREAS, Assignors have invented certain new and useful improvements in			
OPTICAL DEVICE	, set forth in Patent Application No.	, filed	
, for which an International Application was filed on March 27,			
2003, PCT/JP03/03877, designa	ting the United States; and		

WHEREAS, NTT ELECTRONICS CORPORATION, of 12-1, Dogenzaka 1-chome, Shibuya-ku, Tokyo 150-0043, Japan (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

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PATENT REEL: 016444 FRAME: 0792 AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

VENABLE LLP

VENABLE LLP Washington, DC 20004

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PATENT REEL: 016444 FRAME: 0793 AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Executed on:

September 16, 2004

Assignor:

Katsuhiko KURUMADA

Assignor Name

Signature

Date

Witness:

Katsumi MURASE

Signature

Witness Name Sign c/o Intellectual Property Department,

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Date
Maketo Sato

Assignor Name

Witness:

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RECORDED: 09/27/2004

6/6

PATENT REEL: 016444 FRAME: 0797