

04-25-2005

torney Docket No: CAP-001

4-11-05



REC 102988205
FOR ASSIGNMENT OF PATENT

112975 U.S. PTO
11/104143
041105

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

Joseph E. Davis
18765 St. Marks Avenue
Morgan Hill, California 95037
Execution Date: April 8, 2005

Mark H. Garrett
947 Skip Away Court
Morgan Hill, California 95037
Execution Date: April 8, 2005

2. Assignee:

Capella Photonics
19 Great Oaks Blvd, Suite 20
San Jose, CA 95119

3. Execution Date of Assignment of Entire Interest in Patent Application: **April 8, 2005**

4. Execution Date of Declaration for Patent Application: **April 7, 2005**

4A. Patent Application No.: **Not Assigned** Filed: **April 11, 2005**

4B. Patent Number: **Not Assigned**

4C. Title: **OPTICAL ADD-DROP MULTIPLEXER ARCHITECTURE WITH REDUCED EFFECT OF MIRROR EDGE DIFFRACTION**

5. Correspondence address: Joshua D. Isenberg
JDI PATENT
204 Castro Lane
Fremont, CA 94539

6. Total Number of applications and Patents involved: 1

7. Total fee (37 CFR 3.41): \$40

8. Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct, and any attached copy is a true copy of the original document.

Joshua D. Isenberg *Joshua D. Isenberg*
Reg. No. 41,088 telephone: (510) 896-8328

Date: *April 11, 2005*

Total number of pages including cover sheet, attachments, and document: 3

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ASSIGNMENT

THIS ASSIGNMENT, by

JOSEPH DAVIS and MARK GARRETT

(hereinafter referred to as the Assignors), residing at **Morgan Hill, California** and **Morgan Hill, California** respectively, witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in

“OPTICAL ADD-DROP MULTIPLEXER ARCHITECTURE WITH REDUCED EFFECT OF MIRROR EDGE DIFFRACTION”

for which an application for Letters Patent has been executed on 4/7/05 and is attached hereto.

WHEREAS,

CAPELLA PHOTONICS, INC.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **DELAWARE**, having its principal office at **19 GREAT OAKS BLVD., STE. 20, SAN JOSE, CALIFORNIA, 95119**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same has not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

5. Said Assignors hereby authorize and request my attorney, **Joshua D. Isenberg**, of **204 Castro Lane Fremont, California**, to insert here in parentheses (Application number _____, filed _____) the application number and filing date of said application when known.

6. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the date noted below.

Date: 4/8/05 _____
State of California)
County of Santa Clara) ss.
On this 8th day of April, in the year 2005, before me, Cynthia Durio, Notary Public, personally appeared Joseph E. Davis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature Cynthia Durio

CYNTHIA DURIO
Commission # 1405892
Notary Public - California
Santa Clara County
My Comm. Expires Mar 20, 2007

Date: 4/8/05 _____
State of California)
County of Santa Clara) ss.
On this 8th day of April, in the year 2005, before me, Cynthia Durio, Notary Public, personally appeared Mark H. Garrett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature Cynthia Durio

CYNTHIA DURIO
Commission # 1405892
Notary Public - California
Santa Clara County
My Comm. Expires Mar 20, 2007