

Docket No. 017071.0111

FORM PTO-1595
1-31-92RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name and Address of Conveying Party(ies):

Fujitsu Laboratories of Europe Limited
Hayes Park Central, Hayes End Road, Hayes,
Middlesex UB4 8FE
UNITED KINGDOMAdditional name(s) of conveying party(ies) attached?
☒ X Yes ☐ No

2. Name and Address of receiving Party(ies):

Name: Fujitsu Limited
Internal Address:
Street Address: 1-1, Kamikodanaka 4-Chome
City: Nakahara-ku, Kawasaki
Kanagawa 211-8588
Country: JAPAN

3. Nature of conveyance:

☒ X

Assignment

☐ Merger☐ Security Agreement☐ Change of Name☐ OtherAdditional name(s) & address(es)
attached?☐ Yes☒ X☐ No

Effective Date/Execution Date: July 1, 2004

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 10/887,114

B. Patent No.(s)

☐ Yes☒ X☐ No

Additional Numbers attached?

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

Name: Brian W. Oaks, Esq.

Internal Address: Baker Botts L.L.P.

Street Address: 2001 Ross Avenue, Suite 600

City: Dallas

State: Texas

Zip: 75201-2980

6. Total number of applications and patents involved: One

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

☐ Enclosed☒ X

Authorized to be charged to deposit account

8. Deposit account number:

02-0384

(Attach Duplicate Copy of this page if paying by deposit account)

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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.

Brian W. Oaks

Name of Person Signing

Signature

7/21/05
Date

Total number of pages including cover sheet

8

OMB No. 0651-0011 (exp. 4/94)

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U.S. Patent and Trademark Office

PATENT
REEL: 016555 FRAME: 0098

CH \$40.00 020384 10887114

FORM PTO-1595
-31-92

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Name and Address of Conveying Party(ies):

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Execution date: July 1, 2004

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Execution date: July 1, 2004

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Execution date: July 1, 2004

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Execution date: July 1, 2004

Fujitsu Laboratories Limited
1-1 Kamikodanaka, 4-Chome
Nakahara-ku, Kawasaki 211
JAPAN
Execution date: July 1, 2004

THIS AGREEMENT is made on

July 1, ~~2003~~ 2004

BETWEEN

- (1) FUJITSU LABORATORIES OF EUROPE LIMITED
of Hayes Park Central, Hayes End Road, Hayes, Middlesex
UB4 8FE, United Kingdom ('FLE')
 - (2) MICHAEL CHARLES PARKER of 38, Byron Avenue
Colchester, Essex CO3 4HG ('MCP')
 - (3) MAKIKO HISATOMI of 23 Wilkes Court, Hartree Way,
Grange Farm, Kesgrave, Suffolk IP5 2EQ ('MH')
 - (4) STUART DOUGLAS WALKER of 183 Halstead Road,
Stanway, Colchester, Essex CO3 0JT ('SDW')
- (The persons identified in [2] to [4] being collectively 'The
Inventors')
- (5) UNIVERSITY OF ESSEX incorporated in the United
Kingdom at Wivenhoe Park, Colchester, Essex CO4 3SQ
(('The University'))
 - (6) FUJITSU TELECOMMUNICATIONS EUROPE LIMITED of
Solihull Parkway, Birmingham Business Park, Birmingham
B37 7YU ('FTEL')
 - (7) FUJITSU NETWORK COMMUNICATIONS INC. of
2801 Telecom Parkway, Richardson TX 75082, U.S.A.
(('FNC'))
 - (8) FUJITSU LABORATORIES LIMITED of 1-1 Kamikodanaka
4-Chome, Nakahara-ku, Kawasaki 211, Japan ('FLL')
- and
- (9) FUJITSU LIMITED of 1-1, Kamikodanaka 4-Chome,
Nakahara-ku, Kawasaki 211, Japan ('Fujitsu Limited')

INTRODUCTION:

- (A) Fujitsu Limited is the applicant for a U.K. Patent Application ('the Application') details of which are set out in the Schedule to this Agreement.
- (B) The invention which is the subject of the Application ('the Invention') was made by:
- (i) MCP during the course of his normal duties as an employee of FTEL (the aforesaid company being his employer until 31 March 2003) and FLL, being MCP's employer with effect from 1st April 2003; and
 - (ii) MH during the course of her normal duties as an employee of FLE; and
 - (iii) SDW during the course of his normal research activities as an employee of the University and, in addition, whilst working as an independent consultant to FTEL under the terms of a separate written agreement ('Service Agreement') signed between FTEL and SDW.
- (C) Under the terms of the Service Agreement, all intellectual property rights arising or created by SDW during the term of said Service Agreement belong to FTEL.
- (D) Under the terms of a written Collaboration and Intellectual Property Ownership Agreement signed in June 2001 between the University, SDW and FNC ('Collaboration Agreement') all intellectual property rights arising or created during the Research performed during the Term of the Collaboration Agreement (as those terms are defined in the said Collaboration Agreement) belong to FNC.
- (E) FNC, FTEL, FLE and FLL have agreed that the Invention shall belong to Fujitsu Limited.

OPERATIVE PROVISIONS**1. Acknowledgement and Assignment**

FNC, FTEL, FLE, FLL, the University and the Inventors hereby confirm and acknowledge that Fujitsu Limited own all rights in the Invention and assign and convey to Fujitsu Limited absolutely and with full title guarantee such rights as they may have in:

- (a) the Application and the Invention throughout the world;
- (b) the right to apply for patent or other protection in respect of the Invention in all parts of the world whether by way of national or supranational patents and whether or not claiming the priority date of the Application;

- (c) all rights of action powers and benefits belonging or accrued to the rights and property assigned by paragraphs (a) and (b) above.

2. Terms and Conditions

- 2.1 FNC, FTEL, FLE, FLL, the University and the Inventors and each of them will at the request and cost (as to out-of-pocket expenses only) of Fujitsu Limited
 - (a) use their best endeavours in assisting Fujitsu Limited to obtain the grant of valid patents in respect of the Invention throughout the world;
 - (b) if requested by Fujitsu Limited instruct patent agents nominated by Fujitsu Limited for the purpose of prosecuting applications for such patents whilst delegating to Fujitsu Limited the right to give instructions to such agents; and
 - (c) assign and convey to Fujitsu Limited absolutely any patent granted to them in respect of the Invention in any part of the world or their rights in the Application for such patent so that the patent will be granted in the name of Fujitsu Limited absolutely; and
 - (d) use their best endeavours to assist Fujitsu Limited in perfecting or obtaining title to, protecting the validity or scope of and enforcing all intellectual property rights relating to the Invention; and
 - (e) execute or sign any document or do any other thing necessary to give effect to this Agreement or complete and perfect the grant set out in clause 1 above.
- 2.2 FNC, FTEL, FLE, FLL, the University and the Inventors hereby irrevocably appoint Fujitsu Limited and its successors-in-title and each of them to be their attorneys to execute or sign any document or to do any other thing which Fujitsu Limited may consider necessary or desirable for the purpose of giving effect to this Agreement or completing and perfecting the grant set out in clause 1 above (including in particular those matters which Fujitsu Limited may require FNC, FTEL, FLE, FLL, the University and the Inventors to attend to pursuant to sub-clause 2.1 above).
- 2.3 MCP and MH agree that their obligations under this Agreement shall continue after such time as they cease to be employees of or work at FLE.
- 2.4 SDW agrees that his obligations under this Agreement shall continue after such time as he ceases to be an employee of or work for the University.
- 2.5 The University will ensure and procure the performance by SDW of his obligations under this Agreement.
- 2.6 FLE will ensure and procure the performance by MCP and MH of their obligations under this Agreement.

- 2.7 This Agreement is made subject to and shall be construed in accordance with the laws of England.

3. **Considerations**

In consideration of the covenants and confirmatory assignment herein Fujitsu Limited has paid to the Inventors the sum of one pound, receipt of which the Inventors hereby acknowledge.

4. **Certificate of Value**

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or aggregate amount of value of the consideration exceeds £60,000.

SCHEDULETITLE: 'Fresnel-zoned Microstructured Fibre and Lens'

Patent Application Number 0316306.0

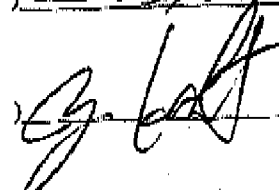
Filed on 11 July 2003

EXECUTED BY FUJITSU LABORATORIES
OF EUROPE LIMITED

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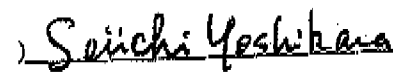


 Director



 Director/Secretary
EXECUTED BY FUJITSU LABORATORIES
LIMITED

acting by:



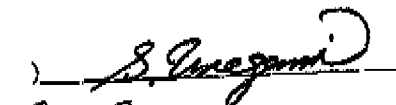
 Director
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acting by:



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TELECOMMUNICATIONS EUROPE
LIMITED

acting by:



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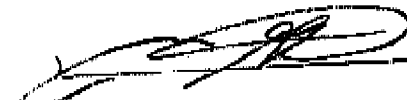
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 Manager Patent Division

SIGNED BY THE INVENTORS:

Michael Charles Parker
 In the presence of: (name) W. Parker
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HA5 2ES, MIDDX
UK & FE


Makiko Hisatomi
 In the presence of: (name) W. Parker
 (address) Hazlet Park, Chesham
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Stuart Douglas Walker

In the presence of: (name)

(address)

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SIGNED BY THE UNIVERSITY

acting by:

[Signature]