

RECC

06-08-2005

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Attorney Docket No.: 81880.0088

103017565

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MITSUBISHI CABLE INDUSTRIES, LTD.

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

KYOCERA CORPORATION  
6, Takeda Tobadono-cho, Fushimi-ku  
Kyoto-shi, Kyoto 612-8501 Japan

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment

Execution Date: March 15, 2005

Additional name(s) & address(es) attached?  Yes  No

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) 09/579,785

B. Patent No.(s) 6,406,197

Additional numbers attached?  Yes  No

OPR/FRANCO  
JUN - 6 11 05

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

Lawrence J. McClure, Esq.  
HOGAN & HARTSON L.L.P.  
500 South Grand Avenue, Suite 1900  
Los Angeles, CA 90071

6. Total number of applications and patents involved: [ 1 ]

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

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

50-1314

(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 is true and correct and any attached copy is a true copy of the original document.

*Lawrence J. McClure*  
Lawrence J. McClure

Date: June 1, 2005

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

Mail documents to be recorded with required cover sheet information to:

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P.O. Box 1450  
Alexandria, VA 22313-1450

06/07/2005 ECOOPER 00000000 501314 09579785

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## ASSIGNMENT

This Assignment is made and entered into between MITSUBISHI CABLE INDUSTRIES, LTD. ("ASSIGNOR"), a corporation of JAPAN, having a principal place of business at 8, Nishino-cho, Higashimukaijima, Amagasaki-shi, Hyogo 660-0856, JAPAN and KYOCERA CORPORATION ("ASSIGNEE"), a corporation of JAPAN, having a principal place of business at 6, Takeda Tobadono-cho, Fushimi-ku, Kyoto-shi, Kyoto 612-8501, JAPAN.

### Recitals

1. ASSIGNOR, by assignment dated June 27, 2000 and recorded on November 6, 2000, at Reel 011228, Frame 0616, of the records of the Assignment Division of the United States Patent and Trademark Office and subsequent assignments, is one co-owner of the interest and title in and to: United States patent No. 6,406,197, issued on June 18, 2002, on an invention entitled OPTICAL FIBER COUPLER, A PROCESS FOR FABRICATING THE SAME AND AN OPTICAL AMPLIFIER USING THE SAME.

2. ASSIGNEE, by assignment dated June 27, 2000 and recorded on November 6, 2000, at Reel 011228, Frame 0616, of the records of the Assignment Division of the United States Patent and Trademark Office and subsequent assignments, is the other co-owner of the interest and title in and to: United States patent No. 6,406,197, issued on June 18, 2002, on an invention entitled OPTICAL FIBER COUPLER, A PROCESS FOR FABRICATING THE SAME AND AN OPTICAL AMPLIFIER USING THE SAME.

3. ASSIGNOR desires to assign to ASSIGNEE assignor's interest, and ASSIGNEE desires to acquire assignor's interest, such that ASSIGNEE shall be the owner of the entire right, title and interest in the aforementioned U.S. patent.

### Definitions

1. "ASSIGNOR" shall mean MITSUBISHI CABLE INDUSTRIES, LTD.
2. "ASSIGNEE" shall mean KYOCERA CORPORATION, its successors, assigns and legal representatives;
3. "ASSIGNED RIGHTS" shall mean the aforementioned U.S. PATENT and the invention described and claimed in said PATENT; any and all foreign patents corresponding to said patent; any and all divisions, continuations, continuations-in-part, reissues, extensions or reexamination certificates of any of said Letters Patent or Patents; and all corresponding rights under the International Convention for the Protection of Industrial Property.

### Assignment

In consideration for the receipt from ASSIGNEE to ASSIGNOR of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over assignor's entire right title and interest in the aforementioned U.S. Patent, unto the ASSIGNEE, such that ASSIGNEE shall own the entire (100%) right, title and interest in and to said ASSIGNED RIGHTS.

For the same consideration, ASSIGNOR hereby represents and warrants that, with the exception of the ASSIGNEE, at the time of execution and delivery of this Assignment, ASSIGNOR has not conveyed any interest in and to the ASSIGNED RIGHTS, that the same are unencumbered and that no other party holds any right, title or interest in or to the ASSIGNED RIGHTS.

Dated: March 15, 2005

By: Hiroshi Hirai

Name: Hiroshi Hirai  
Title: General Manager  
Intellectual Property Department  
(Authorized Signing Officer)

KYOCERA CORPORATION

Dated: March 25, 2005

By: Michitaka Okuta

Name: Michitaka Okuta  
Title: Division Manager  
R&D Division 2  
Communication Devices R&D Division