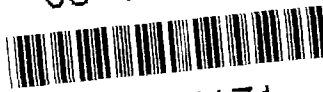




08-18-2005

U.S. DEPARTMENT OF COMMERCE  
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103064171

50-51-8

**RECORDATION FO  
PATENT**

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):**

Richard William CONKLIN (07/19/2005) and  
Benjamin Joseph MARSELLA (07/19/2005)

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

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

Name: CIENA CORPORATION

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

Street Address: \_\_\_\_\_

1201 Winterson Road

City: Linthicum

State: Maryland

Country: United States of America Zip: 21090

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s): in parentheses after inventor name

Assignment  Merger  Change of Name

Security Agreement  Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other \_\_\_\_\_

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

A. Patent Application No.(s)

11/024,772

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Michael R. Cammarata  
BIRCH, STEWART, KOLASCH & BIRCH,  
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Fax Number: (703) 205-8050

Email Address: mailroom@bskb.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

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 \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

August 15, 2005

Date

Michael R. Cammarata - 39,491

Name of Person Signing

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

three (3)

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Birch, Stewart, Kolasch & Birch, LLP

MRC/CJB/cb

# BIRCH, STEWART, KOLASCH & BIRCH, LLP

UNITED STATES PATENT RIGHTS, OR  
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS

## ASSIGNMENT

Application No. 11/024,772

Filed December 30, 2004

**Insert Name(s)  
of Inventor(s)**

\*\*\***(Given Name FAMILY NAME (ALL CAPS))**\*\*\*

WHEREAS, Richard William CONKLIN  
Benjamin Joseph MARSELLA

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in

**Insert Title  
of Invention**

SIGNALING BYTE RESILIENCY

for which an application for Letters Patent of the United States of America has been executed by the undersigned (except in the case of a provisional application).

**Insert Date  
of Signing of  
Application**

on July 19, 2005; and

**Insert Name  
of Assignee**

WHEREAS, CIENA CORPORATION

**Insert Address  
of Assignee**

of 1201 Winterson Road, Linthicum, Maryland 21090-2205, USA

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

**CHECK BOX  
IF APPROPRIATE**

in any foreign countries.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries;

and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree (s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolasch & Birch, LLP 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 U.S. Patent and Trademark Office for recordation of this document.

The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 4/15/05

Name of Inventor Richard William Conklin  
(signature) Richard William CONKLIN

Date 4/15/05

Name of Inventor Benjamin Joseph Marsella  
(signature) Benjamin Joseph MARSELLA

Date \_\_\_\_\_

Name of Inventor \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

Name of Inventor \_\_\_\_\_  
(signature)