


09-23-2005

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RECC	
9/19/05 PATENT 103087713	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
<b>1. Name of conveying party(ies):</b> Keiichi Yamada  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: NEC Corporation Internal Address: _____ Street Address: NEC Corporation 7-1, Shiba 5-chome, Minato-ku, Tokyo Japan City: _____ State: _____ Country: _____ Zip: _____ Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s): September 14, 2005 <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	<b>4. Application or patent number(s):</b> <input checked="" type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) This application B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: Michael J. Scheer DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP Internal Address: Atty. Dkt.: N0029.1676 Street Address: 1177 Avenue of the Americas 41st Floor City: New York State: NY Zip: 10036-2714 Phone Number: (212) 896-5472 Fax Number: (212) 997-9880 Email Address: ScheerM@DSMO.com	<b>6. Total number of applications and patents involved:</b> 1 <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ 40.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) <b>8. Payment Information</b> a. Credit Card Last 4 Numbers 1002 Expiration Date 02/28/06 b. Deposit Account Number _____ Authorized User Name _____
<b>9. Signature:</b>  Signature Michael J. Scheer - 34,425 Name of Person Signing September 19, 2005 Date Total number of pages including cover sheet, attachments, and documents: 4	

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PATENT  
REEL: 017002 FRAME: 0228

# ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by KEIICHI YAMADA, \_\_\_\_\_,  
\_\_\_\_\_, and \_\_\_\_\_ (hereinafter referred to as  
"Assignors"), residing at Tokyo, Japan,  
\_\_\_\_\_, \_\_\_\_\_, and  
\_\_\_\_\_, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in  
WAVELENGTH DIVISION MULTIPLEXING OPTICAL TRANSMISSION SYSTEM  
AND WAVELENGTH DIVISION MULTIPLEXING OPTICAL TRANSMISSION METHOD, set forth in a patent  
application for Letters Patent of the United States, executed concurrently herewith; and

WHEREAS, NEC Corporation (hereinafter referred to as  
"Assignee"), having offices at 7-1, Shiba 5-chome, Minato-ku, Tokyo, Japan, 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 therefor 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 therefor 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.

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 Patents 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: Edward A. Meilman, Reg. No. 24,735, Gary M. Hoffman, Reg. No. 26,411, Steven I. Weisburd, Reg. No. 27,409, Thomas J. D'Amico, Reg. No. 28,371, Donald A. Gregory, Reg. No. 28,954, Stephen A. Soffen, Reg. No. 31,063, James W. Brady, Jr., Reg. No. 32,115, Jon D. Grossman, Reg. No. 32,699, Mark J. Thronson, Reg. No. 33,082, Michael J. Scheer, Reg. No. 34,425, and Eric Oliver, Reg. No. 35,307, of Dickstein Shapiro Morin & Oshinsky LLP.

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

**Assignors:**

Keiichi Yamada   
KEIICHI YAMADA

Date: September 14, 2005

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_

**Witnesses:**

Fujio Hayashida

Date: September 14, 2005



Date: September 14, 2005