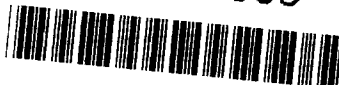


10-19-2005



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

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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)**

- 1) Xuehua Wu;
- 2) Mingjun Zhao;
- 3) John Feng

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

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

Name: AVANEX CORPORATION

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

Street Address: 40919 Encyclopedia Circle

City: Fremont

State: CA

Country: USA Zip: 94538

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

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

Execution Date(s) 7 October 2005

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Assignment                      | <input type="checkbox"/> Merger         |
| <input type="checkbox"/> Security Agreement                         | <input type="checkbox"/> Change of Name |
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| <input type="checkbox"/> Executive Order 9424, Confirmatory License |   |
| <input type="checkbox"/> Other _____                                |   |

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

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Peter J. Su

Internal Address: Haynes Beffel & Wolfeld LLP

Street Address: 751 Kelly Street

P.O. Box 366

City: Half Moon Bay

State: CA Zip: 94019

Phone Number: (650) 712-0340

Fax Number: (650) 712-0263

Email Address: psu@hmbay.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 50-0869 (AVAN 1008-1)

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

**9. Signature:**

Signature

10/11/2005

Date

PETER J. SU REG. NO. 43,939

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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**PATENT**  
**REEL: 017088 FRAME: 0290**

AVAN 1008-1

**JOINT TO CORPORATE  
ASSIGNMENT**

WHEREAS, the undersigned,

(1) Xuehua Wu  
104 Valley Oaks Loop  
Union City, CA 94587

(2) Mingjun Zhao  
39639 Leslie Street, #176  
Fremont, CA 94538

(3) John Feng  
104 Valley Oaks Loop  
Union City, CA 94587

hereinafter termed "Inventors", have invented certain new and useful improvements in

**METHOD FOR ASSEMBLY OF MULTI-PORTS OPTICAL APPARATUS**

are filing such an application herewith, and have executed an oath or declaration of inventorship for such non-provisional application on:

(1) the 7th day of October, 2005;(2) the 7th day of October, 2005;(3) the 7th day of October, 2005;

(hereinafter termed "applications"); and

WHEREAS, Avanex Corporation, a corporation of Delaware, having a place of business at 40919 Encyclopedia Circle, Fremont, CA 94538 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said applications and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said applications and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application

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AVAN 1008-1

which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, the inventors' respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that said inventors have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the date written below.

Xuehua Wu  
Xuehua Wu

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Dated: 10/07/05

On \_\_\_\_\_, 2005, before me, \_\_\_\_\_,  
personally appeared Xuehua Wu,

☐ 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/she executed the same in his/her authorized capacity, and that by his/her 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 Public)

Page 2

AVAN 1008-1

Mingjun Zhao  
Mingjun Zhao

Dated: 10-7-05

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2005, before me, \_\_\_\_\_,  
personally appeared Mingjun Zhao,  
☐ 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/she  
executed the same in his/her authorized capacity, and that by  
his/her 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 Public)

John Feng  
John Feng

Dated: 10/7/05

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2005, before me, \_\_\_\_\_,  
personally appeared John Feng,  
☐ 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/she  
executed the same in his/her authorized capacity, and that by  
his/her 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 Public)