

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Covaro Networks, Inc.	03/01/2006

RECEIVING PARTY DATA

Name:	ADVA AG Optical Networking
Street Address:	Fraunhoferstrasse 9a
Internal Address:	Campus Martinsried
City:	Martinsried/Munich
State/Country:	GERMANY
Postal Code:	82152

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	10369411
Application Number:	10917590
Application Number:	11155160
Application Number:	10912333
Application Number:	60431912
Application Number:	60464925
Application Number:	60474008
Application Number:	60492536
Application Number:	60495399
Application Number:	60580871
Patent Number:	6888798
Patent Number:	6944172

CORRESPONDENCE DATA

PATENT

500082767

REEL: 017251 FRAME: 0552

CH \$480.00 10369411

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Correspondent Name: David L. McCombs

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Address Line 2: 901 Main Street, Suite 3100

Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:

38131.2

NAME OF SUBMITTER:

David L. McCombs

Total Attachments: 5

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of March 1, 2006, by and between Covaro Networks, Inc., a Delaware corporation, ("Assignor"), and ADVA AG Optical Networking, a company organized under the laws of Germany ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Contribution Agreement dated October 14, 2005 (the "APA"), pursuant to which Assignee is to acquire certain intellectual property assets and associated goodwill of Assignor as described in the APA and under which Assignee is the successor to the business of Assignor to which such intellectual property assets pertain;

WHEREAS, Assignor is the owner of certain patents and patent applications which it desires to assign to Assignee; and

WHEREAS, Assignor is the owner of certain trademarks and trademark applications and the goodwill of the business in connection with which the trademarks and trademark applications are used or intended to be used which it desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of patents, patent applications, trademarks and trademark applications.

NOW, THEREFORE, for good and valuable consideration, including said APA, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Patents. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to all patents and patent applications of Assignor, including without limitation, those listed on Schedule A, ("Patents and Patent Applications) and to the improvements and inventions disclosed in said Patents and Patent Applications throughout the world, and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, as well as all rights to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in Assignee's own name throughout the world and all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries, including Assignor's right to sue for and obtain remedies against past, present and future infringements of any or all of the foregoing.

2. Assignment of Trademarks. Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to all trademarks and trademark applications of Assignor, including, without limitation, those listed on Schedule B, and the goodwill of the business

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symbolized thereby, as well as Assignor's right to sue for and obtain remedies against past, present and future infringements of any or all of the foregoing, and all rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Delaware.

4. APA. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the APA, all of which survive the execution and delivery of this Assignment as provided in the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern and control.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

COVARO NETWORKS, INC.

By: 

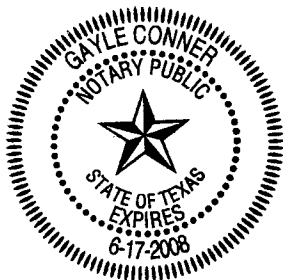
Name: John Adler

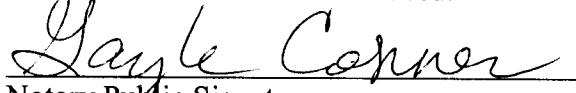
Title: President

State of Texas       §

County of Collin   §

On this 1<sup>st</sup> day of March, 2006, personally appeared John Adler, to me known and known to me to be the person described in and who executed the foregoing document, and acknowledged to me that the execution of the same was a free act and deed.



  
Notary Public Signature

## UNITED STATES

<b>Patents</b>	<b>Patent Number</b>	<b>Grant Date</b>
Embedded Management Channel for SONET Path Terminating Equipment Connectivity	6,888,798	05/03/2005
System and Method for Time-Based Scheduling	6,944,172	09/13/2005

<b>Patent Applications</b>	<b>Application Number</b>	<b>Filing Date</b>
Single Ended Etherjack Management System and Method	10/369,411	02/18/2003
System and Method for Auto Sensing and Provisioning Two or Four Wire Mode on a Communications Line with Rate Adaptation	10/917,590	08/13/2004
System and Method for Connection Performance Analysis	11/155,160	06/17/2005
System and Method for Many-to-Many Layer 2 Aggregation for SONET Paths	10/912,333	08/05/2004

<b>Provisional Patent Applications</b>	<b>Application Number</b>	<b>Filing Date</b>
Single Ended Etherjack Management System And Method	60/431,912	12/09/2002
Embedded Management Channel for SONET PTE Connectivity	60/464,925	04/23/2003
Method for Time-Based Scheduling	60/474,008	05/29/2003
System And Method For Many-To-Many Layer 2 Aggregation For SONET Paths	60/492,536	08/05/2003
Auto Sensing And Provisioning Two Or Four-Wire Mode On An SHDSL Line With Rate Adaptation	60/495,399	08/15/2003
System And Method For Connection Performance Analysis	60/580,871	06/18/2004

## PATENT COOPERATION TREATY

<b>Applications</b>	<b>Application Number</b>	<b>Filing Date</b>
Single Ended Etherjack Management System and Method	PCT/IB2004/000817	03/18/2004
Embedded Management Channel for SONET Path Terminating Equipment Connectivity	PCT/IB2004/001245	04/23/2004
System and Method for Time-Based Scheduling	PCT/US2004/016893	05/28/2004
System and Method for Auto Sensing and Provisioning Two or Four Wire Mode on a Communications Line with Rate Adaptation	PCT/IB2004/002649	08/14/2004
System and Method for Connection Performance Analysis	PCT/IB2005/001715	06/18/2005
System and Method for Many-to-Many Layer 2 Aggregation for SONET paths	PCT/IB2004/002525	08/05/2004

## INTERNATIONAL

Country	Applications	Application Number	Effective Filing Date
Australia	Embedded Management Channel For SONET Path Terminating Equipment Connectivity	2004232748	04/23/2004
Australia	Method For Time-Based Scheduling	2004244306	05/28/2004
Australia	Method And System for Auto Sensing and Provisioning Two or Four-Wire Mode on A Communications Line with Rate Adaptation	<i>To be assigned</i> National based on PCT/IB2004/002649	08/14/2004
Canada	Embedded Management Channel For SONET Path Terminating Equipment Connectivity	2,523,212	04/23/2004
Canada	Method For Time-Based Scheduling	2,526,682	05/28/2004
Canada	Method And System for Auto Sensing and Provisioning Two or Four-Wire Mode on A Communications Line with Rate Adaptation	<i>To be assigned</i> National based on PCT/IB2004/002649	08/14/2004
China	Embedded Management Channel For SONET Path Terminating Equipment Connectivity	200480016455.7	04/23/2004
China	Method For Time-Based Scheduling	200480014970.1	05/28/2004
China	Method And System for Auto Sensing and Provisioning Two or Four-Wire Mode on A Communications Line with Rate Adaptation	<i>To be assigned</i> National based on PCT/IB2004/002649	08/14/2004
Europe	Embedded Management Channel For SONET Path Terminating Equipment Connectivity	04729163.8	04/23/2004
Europe	Method For Time-Based Scheduling	04753677.6	05/28/2004
Europe	Method And System for Auto Sensing and Provisioning Two or Four-Wire Mode on A Communications Line with Rate Adaptation	04769127.4	08/14/2004
Japan	Embedded Management Channel For SONET Path Terminating Equipment Connectivity	<i>To be assigned</i> National based on PCT/IB2004/001245	04/23/2004
Japan	Method For Time-Based Scheduling	<i>To be assigned</i> National based on PCT/US2004/016893	05/28/2004
Japan	Method And System for Auto Sensing and Provisioning Two or Four-Wire Mode on A Communications Line with Rate Adaptation	<i>To be assigned</i> National based on PCT/IB2004/002649	08/14/2004
Mexico	Embedded Management Channel For SONET Path Terminating Equipment Connectivity	PA/a/2005/011310	04/23/2004
Mexico	Method For Time-Based Scheduling	PA/a/2005/012863	05/28/2004
Mexico	Method And System for Auto Sensing and Provisioning Two or Four-Wire Mode on A Communications Line with Rate Adaptation	<i>To be assigned</i> National based on PCT/IB2004/002649	08/14/2004

**UNITED STATES**

<b>Registrations</b>	<b>Registration Number</b>	<b>Registration Date</b>
ETHERJACK	2,826,171	03/23/2004
COVARO	2,924,662	02/08/2005