

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | |
|--|-----------------------------|----------------|---------------------|------------|------------------|------------|--------------------|------------|------------------|------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Matthew L. Mitchell</td><td>08/28/2006</td></tr><tr><td>Robert B. Taylor</td><td>08/20/2006</td></tr><tr><td>Steven Joseph Hand</td><td>08/28/2006</td></tr><tr><td>Daniel P. Murphy</td><td>08/28/2006</td></tr></tbody></table> | Name | Execution Date | Matthew L. Mitchell | 08/28/2006 | Robert B. Taylor | 08/20/2006 | Steven Joseph Hand | 08/28/2006 | Daniel P. Murphy | 08/28/2006 | |
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| Matthew L. Mitchell | 08/28/2006 | | | | | | | | | | |
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| Steven Joseph Hand | 08/28/2006 | | | | | | | | | | |
| Daniel P. Murphy | 08/28/2006 | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| Name: | Infinera Corporation | | | | | | | | | | |
| Street Address: | 1322 Bordeaux Drive | | | | | | | | | | |
| City: | Sunnyvale | | | | | | | | | | |
| State/Country: | CALIFORNIA | | | | | | | | | | |
| Postal Code: | 94089 | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11427319</td></tr></tbody></table> | Property Type | Number | Application Number: | 11427319 | | | | | | | |
| Property Type | Number | | | | | | | | | | |
| Application Number: | 11427319 | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | |
| Fax Number: | (408)572-5343 | | | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | |
| Phone: | 408-572-5266 | | | | | | | | | | |
| Email: | CNovak@Infinera.com | | | | | | | | | | |
| Correspondent Name: | Christopher Roy Novak | | | | | | | | | | |
| Address Line 1: | 1322 Bordeaux Drive | | | | | | | | | | |
| Address Line 4: | Sunnyvale, CALIFORNIA 94089 | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | P096 ASSIGNMENT | | | | | | | | | | |
| NAME OF SUBMITTER: | Christopher R. Novak | | | | | | | | | | |
| Total Attachments: 4 source=P096_Assign_PTO#page1.tif | | | | | | | | | | | |

OP \$40.00 11427319

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PATENT
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Title: OPTICAL AUTODISCOVERY FOR AUTOMATED LOGICAL AND
PHYSICAL CONNECTIVITY CHECK BETWEEN OPTICAL MODULES
Applicants: Matthew L. Mitchell et al
Filed: 06-28-2006
Serial No: 11/427,319 Docket No. P096

ASSIGNMENT OF PATENT APPLICATION

Whereas the individual(s), named below, (hereinafter "INVENTOR" whether singular or plural) have made certain inventions, discoveries or improvements ("SUBJECT MATTER") set forth in the above-identified application for Letters Patent of the United States of America (hereinafter "APPLICATION"), and

Whereas Infinera Corporation, a Delaware corporation having a place of business at 1322 Bordeaux Drive; Sunnyvale, CA 94089, which, together with its successors and assigns, a corporation of the State of Delaware (hereinafter called "INFINERA"), is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the INVENTOR has sold, assigned, transferred, and set over, and hereby sells, assigns, transfers and sets over, to INFINERA for itself and its successors, transferees, and assignees, the following, without reservation:

1. The full and exclusive worldwide right, title, and interest in and to all SUBJECT MATTER disclosed in the APPLICATION,

☐ Which is a provisional application

☐ Bearing Application No. ____; and filed on ____;

☐ To be filed herewith; or

☒ Which is a non-provisional application

☒ Bearing Application No. 11/427,319; and filed on 06-28-2006;

☐ To be filed herewith;

☒ Having an oath or declaration executed on the same date as this Assignment;

☐ Having an oath or declaration executed on a different date than this Assignment.

2. The entire worldwide right, title, and interest in and to the APPLICATION and all applications claiming priority to the APPLICATION or having related SUBJECT MATTER to the APPLICATION, including all such utility, divisional, continuation, substitute, renewal, reissue or other related application and all rights of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.
3. INVENTOR hereby authorizes and requests the Commissioner of the U.S. Patent and Trademark Office, and Patent Office Officials in all foreign countries, to issue to INFINERA any and all patents which may be granted from the APPLICATION.
4. INVENTOR will, without further consideration, communicate to INFINERA any facts known to the INVENTOR regarding the SUBJECT MATTER, testify in any legal proceeding, sign all lawful papers, execute all oaths, assignments, powers of

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attorney, applications and any other paper desired by INFINERA to obtain, perfect, or secure to INFINERA any and all of the rights, titles and interests herein conveyed, and to maintain, enforce, and defend these rights, titles and interests in the United States and all foreign countries. INVENTOR further agrees to provide any successor, assign, or legal representative of INFINERA with the benefits and assistance provided to INFINERA herein.

5. INVENTOR represents that the INVENTOR, at the time of the execution of this Assignment, is the sole and lawful owner of the entire rights, titles and interests in and to the SUBJECT MATTER as set forth in the APPLICATION, and that the SUBJECT MATTER is unencumbered, and that the INVENTOR has good and full right and lawful authority to sell and convey the SUBJECT MATTER in the manner herein set forth.
6. INVENTOR covenants with INFINERA that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license or other agreement affecting the rights, titles, and interests herein conveyed.
7. INVENTOR agrees to, and hereby acknowledges, that INFINERA may apply for and receive patents in its name related to the APPLICATION or SUBJECT MATTER in any country of the world.
8. INVENTOR grants the attorney of record for the APPLICATION the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this document.
9. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

In testimony of which we have executed this Assignment on the date indicated next to our names. INVENTOR signature blocks are located on the page or pages following this page.

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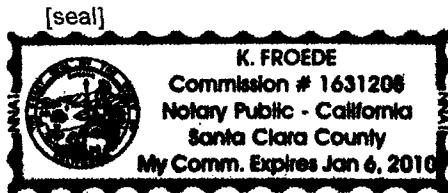
Matthew L. Mitchell
Matthew L. Mitchell

8/28/06
Date;

State of California }
County of Santa Clara } ss

On this 28 day of August, 2006, before me appeared Matthew L. Mitchell, to me known and known to me to be the person described in, and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

CADL # D8236307
exp 120109



- ☒ Known to me personally
☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

K. Froede
Notary Public Signature

Robert B. Taylor
Robert B. Taylor

Aug 20, 2006
Date;

Karin Taylor
Witness Signature

Aug 20, 2006
Date

Karm Taylor
Witness Name (Print)

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Steven Joseph Hand

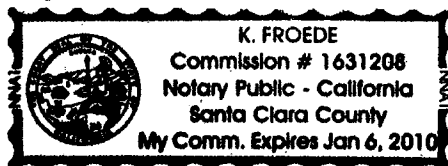
Aug 28, 2006
Date;

State of California }
County of Santa Clara } ss

On this 28 day of August, 2006, before me appeared Matthew L. Mitchell, to me known and known to me to be the person described in, and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

CAD L# A1389028
HP 082507

[seal]



- ☐ Known to me personally
☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


Notary Public Signature


Daniel P. Murphy

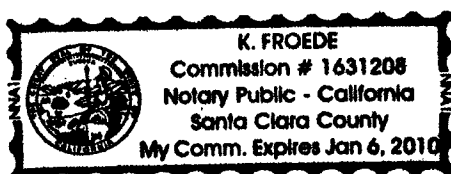
08/25/06
Date;

State of California }
County of Santa Clara } ss

On this 25 day of August, 2006, before me appeared Daniel P. Murphy, to me known and known to me to be the person described in, and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

CA Dr License # A0076778

[seal]



- ☒ Known to me personally
☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


Notary Public Signature