

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David F. Welch	09/22/2006
Ting-Kuang Chiang	09/22/2006
Vincent G. Dominic	07/25/2006
Fred A. Kish Jr.	08/09/2006
Radhakrishnan L. Nagarajan	08/09/2006
RECEIVING PARTY DATA	
Name:	Infinera Corporation
Street Address:	1322 Bordeaux Drive
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11463587
CORRESPONDENCE DATA	
Fax Number:	(650)856-0542
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6508567539
Email:	asanchez@northweber.com
Correspondent Name:	North Weber & Baugh LLP
Address Line 1:	2479 East Bayshore Road, Suite 707
Address Line 4:	Palo Alto, CALIFORNIA 94303
ATTORNEY DOCKET NUMBER:	P004C3.C1
NAME OF SUBMITTER:	Michael North

OP \$40.00 11463587

Total Attachments: 5

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ASSIGNMENT OF PATENT APPLICATION		Docket No. P004C3.C1
Applicant:	David F. Welch et al.	
Serial No:	11/463,587	
Filed:	August 9, 2006	
For:	METHOD OF MONITORING AND CONTROLLING THE BIT ERROR RATE (BER) IN AN OPTICAL COMMUNICATION NETWORK	
Examiner:		
Art Unit:		

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. 11/463,587 and filed on August 09, 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 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.

David F. Welch

Date: 9/22/06

David F. Welch

State of California }
County of Santa Clara } ss

On this 22 day of Sept, 2006, before me, W. Douglas Carothers, Jr., personally appeared **David F. Welch**, 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 capacity, and that by his/her signature on this instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

K. Froede

Notary Public

[SEAL]

Known to me personally  Identification produced: CDL # B6783829

Ting-Kuang Chiang Date: 9/22/2006
Ting-Kuang Chiang

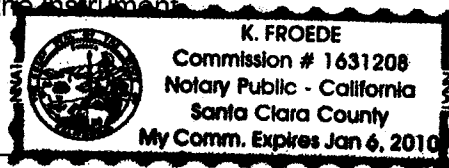
State of California }
County of Santa Clara } ss

On this 22 day of Sept, 2006, before me, W. Douglas Carothers, Jr., personally appeared **Ting-Kuang Chiang**, 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 capacity, and that by his/her signature on this instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

K. Froede

Notary Public



[SEAL]

Known to me personally Identification produced: _____

Vincent G. Dominic
Vincent G. Dominic

Date: 07/25/06

State of California }
County of Santa Clara } ss

On this 25TH day of JULY, 2006, before me, W. Douglas Carothers, Jr., personally appeared **Vincent G. Dominic**, 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 capacity, and that by his/her signature on this instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

W. Douglas Carothers Jr.
Notary Public



Known to me personally

Identification produced: _____

Fred A. Kish, Jr.
Fred A. Kish, Jr.

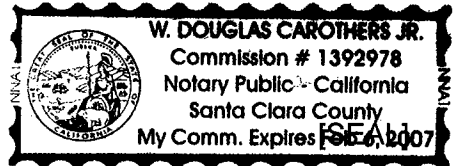
Date: 8/9/06

State of California }
County of Santa Clara } ss

On this 9TH day of AUGUST, 2006, before me, W. Douglas Carothers, Jr., personally appeared **Fred A. Kish, Jr.**, 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 capacity, and that by his/her signature on this instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

W. Douglas Carothers Jr.
Notary Public



Known to me personally

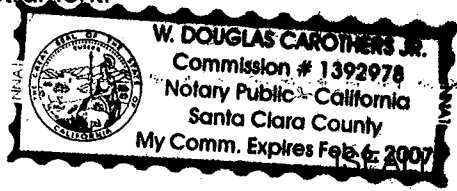
Identification produced: _____

Radhakrishnan L. Nagarajan Date: 8/9/2006

State of California
County of Santa Clara } ss

On this 9TH day of AUGUST, 2006, before me, W. Douglas Carothers, Jr., personally appeared **Radhakrishnan L. Nagarajan**, 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 capacity, and that by his/her signature on this instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
W. Douglas Carothers Jr.
Notary Public



Known to me personally Identification produced: _____