

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Hercules Technology Growth Capital, Inc.	09/05/2006

RECEIVING PARTY DATA

Name:	JDS Uniphase Corporation
Street Address:	430 N. McCarthy Blvd.
City:	Milpitas
State/Country:	CALIFORNIA
Postal Code:	95035

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6807346
Patent Number:	6892008
Patent Number:	6931034
Patent Number:	6937795
Patent Number:	6947633
Patent Number:	6947639
Patent Number:	6975797
Patent Number:	7031355
Patent Number:	7031354
Patent Number:	7173756

CORRESPONDENCE DATA

Fax Number: (613)523-6799

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 613-523-3784 ext.102

Email: melanie@patents.org

PATENT

500219543

REEL: 018861 FRAME: 0145

CH \$400.00 6807346

Correspondent Name: Teitelbaum & MacLean  
Address Line 1: 280 Sunnyside Avenue  
Address Line 4: Ottawa, Ontario, CANADA K1S 0R8

ATTORNEY DOCKET NUMBER:

41-7 US, ETC.

NAME OF SUBMITTER:

Melanie Budarick

**Total Attachments: 9**

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# PATENT AND TRADEMARK TRANSFER STATEMENT COMBINED WITH ASSIGNMENT BY OWNER

Effective as of September 5, 2006

## I. PATENT AND TRADEMARK TRANSFER STATEMENT

**THIS TRANSFER STATEMENT** ("Transfer Statement") is presented pursuant to the provisions of Section 9-619 of the Uniform Commercial Code, effective in California ("UCC"). As required by the UCC, upon receipt of this Transfer Statement, the United States Patent and Trademark Office shall (i) accept the Transfer Statement, and (ii) promptly amend its records to reflect the transfer described herein. This Transfer Statement is combined with the Assignment By Owner below.

1. Secured Obligations. Hercules Technology Growth Capital, Inc. ("Seller/Secured Party") and Optovia Corporation ("Owner/Debtor") entered into that certain Senior Loan and Security Agreement dated as of December 28, 2005 (as same may be amended, restated, modified and in effect from time to time, the "Loan Agreement"), pursuant to which Seller/Secured Party, among other things, made a loan to Owner/Debtor (the "Loan"), which is evidenced by a Secured Promissory Note executed by Debtor in favor of Seller/Secured Party and dated as of December 28, 2005 in the stated principal amount of Five Million Dollars (\$5,000,000) (the "Note"). In order to secure the prompt payment and performance of all obligations owing by Owner/Debtor under the Loan Agreement (all of such obligations with respect to the Loan and the other Credit Documents are collectively referred to herein as, the "Obligations"), Owner/Debtor granted Seller/Secured Party a first-priority, perfected security interest in and lien or mortgage (the "First Priority Lien") upon all or substantially all of Debtor's assets (the "Collateral"), including, among other things, the patents, patent applications, trademarks and trademark applications filed with the United States Patent and Trademark Office and all rights therein provided by international conventions or treaties, and the inventions disclosed and claimed therein, and any applications that rely on one or more of the patent applications and patents set forth in Schedule A for priority, including with respect to all of the foregoing, any and all divisionals, continuations, continued prosecution applications, continuations-in-part, reissues, reexaminations thereof as well as foreign counterparts thereof, together with all patents issuing on any of the aforesaid applications for a patent, subject to any U.S. Government rights therein (collectively the "Patent Applications and Patents"); as are more specifically identified on Exhibit A (the "Transferred Patents and Trademarks").

2. Default. Owner/Debtor defaulted on its obligations to Seller/Secured Party with respect to the Loan Agreement.

3. Exercise of Post-Default Remedies. Seller/Secured Party has foreclosed upon the Transferred Patents and Trademarks by selling the Transferred Patents and Trademarks, along with other assets of the Owner/Debtor, to JDS ("Buyer/Transferee") at a private foreclosure sale pursuant to Section 9610 of the California Commercial Code.

4. Buyer/Transferee's Rights in Transferred Patents and Trademarks. As a result of Seller/Secured Party's foreclosure sale, and pursuant to the terms of that certain Foreclosure Sale Agreement dated as of September 5, 2006, Buyer/Transferee has acquired all right, title and interest of Owner/Debtor in the Transferred Patents and Trademarks, and the underlying inventions described therein, and all divisions, renewals, reissues, continuations and continuations-in-part thereof, and all Letters Patent of the United States which have been or may be granted thereon and all foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of the Owner/Debtor in all matters related thereto.

5. Names; Mailing Addresses. The name and mailing address of Owner/Debtor, Seller/Secured Party, and Buyer/Transferee are as follows:

Seller/Secured Party:

Hercules Technology Growth Capital, Inc.  
Attn: Chief Legal Officer  
Four Palo Alto Square  
3000 El Camino Real, Suite 200  
Palo Alto, California 94306  
Fax: (650) 813-6211

Owner/Debtor/Assignor:

Optovia Corporation  
Attention: Harmeet Singh  
100 Nagog Park  
Acton, Massachusetts 01720  
Facsimile: (978) 266-2835

Buyer/Transferee/Assignee:

JDS Uniphase Corporation  
430 N. McCarthy Blvd.  
Milpitas, CA 95035  
Attn: General Counsel  
Fax: (408) 516-9978

6. Optovia Corporation as Debtor and Owner of the Transferred Patents and Trademarks has acknowledged the occurrence of the events stated in this Transfer Statement and assigns its interests in the Transferred Patents and Trademarks pursuant the Assignment By Owner below.

Please be advised that nothing contained herein shall act as a waiver of any of Secured Party's rights under the Loan Agreement, or any documents executed in connection therewith or applicable law, all of which are expressly reserved.

Executed this 5<sup>th</sup> day of September, 2006,  
At: \_\_\_\_\_

HERCULES TECHNOLOGY GROWTH CAPITAL,  
INC.

By [Signature]  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Declaration by Witness

[Signature], whose full post office address is  
222 Yorkston Rd, Columbus OH 43211  
That I was personally present and did see MARIN HENRIQUEZ  
Hercules Technology Growth Capital, who is personally known to me, duly sign and execute the  
above Patent And Trademark Transfer Statement

[Signature]  
Signature of Witness

**II. ASSIGNMENT BY OWNER**

**THIS ASSIGNMENT**, made by Optovia Corporation, a corporation of the state of Delaware, having its principal place of business at 100 Nagog Park, Acton, Massachusetts, 01720, USA, the Owner, Debtor and Assignor herein ("Assignor") and is combined with the Transfer Statement above;

1. Assignor is the owner of the entire right, title, and interest in and to the Transferred Patents and Trademarks (defined in Transfer Statement above and more specifically identified on Exhibit A);
2. Assignor acknowledges that Hercules Technology Growth Capital, Inc., the Seller and Secured Party herein ("Seller/Secured Party") has sold the Transferred Patents and Trademarks pursuant to its foreclosure sale under the Foreclosure Sale Agreement dated September 5, 2006 as described above;
3. Assignor acknowledges JDS Uniphase Corporation, a Delaware corporation having its principal place of business at 430 N. McCarthy Boulevard, Milpitas, California, 95035, U.S.A., the Buyer and Assignee herein ("Assignee"), has acquired all of Assignor's entire right, title, and interest in and to the Transferred Patents and Trademarks pursuant to the Foreclosure Sale Agreement dated September 5, 2006;

PATENT AND TRADEMARK TRANSFER STATEMENT COMBINED WITH ASSIGNMENT BY OWNER

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Executed this \_\_\_\_\_ day of September, 2006,  
At: \_\_\_\_\_

HERCULES TECHNOLOGY GROWTH CAPITAL,  
INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Declaration by Witness

I, \_\_\_\_\_, whose full post office address is  
\_\_\_\_\_ say:

That I was personally present and did see \_\_\_\_\_,  
Hercules Technology Growth Capital, who is personally known to me, duly sign and execute the  
above Patent And Trademark Transfer Statement

\_\_\_\_\_  
Signature of Witness

**II. ASSIGNMENT BY OWNER**

**THIS ASSIGNMENT**, made by Optovia Corporation, a corporation of the state of Delaware, having its principal place of business at 100 Nagog Park, Acton, Massachusetts, 01720, USA, the Owner, Debtor and Assignor herein ("Assignor") and is combined with the Transfer Statement above;

1. Assignor is the owner of the entire right, title, and interest in and to the Transferred Patents and Trademarks (defined in Transfer Statement above and more specifically identified on Exhibit A);

2. Assignor acknowledges that Hercules Technology Growth Capital, Inc., the Seller and Secured Party herein ("Seller/Secured Party") has sold the Transferred Patents and Trademarks pursuant to its foreclosure sale under the Foreclosure Sale Agreement dated September 5, 2006 as described above;

3. Assignor acknowledges JDS Uniphase Corporation, a Delaware corporation having its principal place of business at 430 N. McCarthy Boulevard, Milpitas, California, 95035, U.S.A., the Buyer and Assignee herein ("Assignee"), has acquired all of Assignor's entire right, title, and interest in and to the Transferred Patents and Trademarks pursuant to the Foreclosure Sale Agreement dated September 5, 2006;

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**PATENT**  
**REEL: 018861 FRAME: 0150**

MKE

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers, and conveys unto Assignee, its successors and assigns, its entire right, title, and interest in and to the Transferred Patents and Trademarks.

The Assignor further covenants and agrees that, at the time of execution, it possesses full title to the Transferred Patents and Trademarks subject to any U.S. Government rights therein, and further subject to the interests of Seller/Secured Party and has the authority to make this assignment with the consent of the Seller/Secured Party, which consent the Seller/Secured Party gives herein. The interests of the Seller/Secured Party in the Transferred Patents and Trademarks are extinguished by Seller/Secured Party's foreclosure sale pursuant to the Foreclosure Sale Agreement dated September 5, 2006.

**ASSIGNOR**

Executed this \_\_\_\_ day of September, 2006.  
At \_\_\_\_\_

OPTOVIA CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Declaration by Witness

I, \_\_\_\_\_, whose full post office address is  
\_\_\_\_\_ say:

That I was personally present and did see \_\_\_\_\_, Optovia Corporation, who is personally known to me, duly sign and execute the above Assignment.

\_\_\_\_\_  
Signature of Witness

*MKE*

**ASSIGNEE**

Executed this 6<sup>th</sup> day of September, 2006,  
At: Milpitas, CA

JDS UNIPHASE CORPORATION.

By [Signature]  
Name MATTHEW FAUCETT  
Title VP + GC

Declaration by Witness

I, SHIRLEY MILLER, whose full post office address is  
430 N. MCALPIN BLVD, MILPITAS, CA 95035 say:

That I was personally present and did see MATTHEW FAUCETT,  
JDS Uniphase, who is personally known to me, duly sign and execute the above Assignment

[Signature: Shirley M. Miller]  
Signature of Witness

**SELLER/SECURED PARTY**

HERCULES TECHNOLOGY GROWTH CAPITAL, INC. HEREBY CONSENTS TO  
THE ABOVE ASSIGNMENT.

Executed this \_\_\_\_\_ day of September, 2006,  
At: \_\_\_\_\_

HERCULES TECHNOLOGY GROWTH CAPITAL,  
INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Declaration by Witness

I, \_\_\_\_\_, whose full post office address is  
\_\_\_\_\_ say:

That I was personally present and did see \_\_\_\_\_,  
Hercules Technology Growth Capital, who is personally known to me, duly sign and execute the  
above Assignment

\_\_\_\_\_  
Signature of Witness

*FAUCETT*



**ASSIGNEE**

Executed this \_\_\_\_\_ day of September, 2006,

At: \_\_\_\_\_

JDS UNIPHASE CORPORATION.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Declaration by Witness

I, \_\_\_\_\_, whose full post office address is  
\_\_\_\_\_, say:That I was personally present and did see \_\_\_\_\_  
JDS Uniphase, who is personally known to me, duly sign and execute the above Assignment\_\_\_\_\_  
Signature of Witness**SELLER/SECURED PARTY**HERCULES TECHNOLOGY GROWTH CAPITAL, INC. HEREBY CONSENTS TO  
THE ABOVE ASSIGNMENT.Executed this 5<sup>th</sup> day of September, 2006,  
At: \_\_\_\_\_HERCULES TECHNOLOGY GROWTH CAPITAL,  
INC.By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Declaration by Witness

I, Scott H. Harvey, whose full post office address is  
2262 York St, Columbia, MD 21046That I was personally present and did see Manuel Henriquez  
Hercules Technology Growth Capital, who is personally known to me, duly sign and execute the  
above Assignment\_\_\_\_\_  
Signature of Witness

PATENT AND TRADEMARK TRANSFER STATEMENT COMBINED WITH ASSIGNMENT BY OWNER

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## EXHIBIT A

### PATENTS AND PATENT APPLICATIONS

Granted Patents	Patent #
Planar Star Couplers with Reduced Insertion Loss	6,892,008
Method of Attaching Multiple Light Sources to an Optoelectronic Module	6,807,346
Dispersion Compensation	6,947,633
Integrated Polarization Coupler	6,947,639
Feedback Mechanisms for Stabilizing a Laser System	6,931,034
Optical grating based multiplexing device with power tap capability	6,937,795
Single & Multiple Wavelength Reflector and Transmission Filter Arrangements	6,975,797
High Efficiency Single and Multiple Wavelength Stabilized Laser Systems	7,031,355
Stable High Efficiency Multiple Wavelength Laser Sources	7,031,354

Pending Patents	Application #
Optical Multiplexer	10/298,464
Integrated Polarization Rotator	10/298,463
Combination wavelength multiplexer and wavelength stabilizer	10/690,858
Optical Module with Multiple Optical Sources	10/709,135
Enhanced OSC span budget by amplification	10/905,294
Method of detecting LOS & triggering ALS using remnant Raman	10/906,759
Optical Amplification System for Variable Span Length WDM Optical Communication Systems	10/906,382

EXHIBIT A  
(Continued)

TRADEMARKS AND TRADEMARK APPLICATIONS

Tradenames, Trademarks and Trademark Applications	Registration / Application #
Hut Skip	78556428
SpanExpress	Pending
Optovia	

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