

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0029 (exp. 06/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

Docket No.: 052601-1240

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or the new address(es) below.

1. Name of conveying part(ies):

eLuminant Technologies, Inc.

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

2. Name and address of receiving party(ies)

Name: **Zhone Technologies, Inc.**

Internal Address:

Street Address: **7001 Oakport Street**

City: **Oakland**

State: **California**

Country: **USA** Zip: **94621**

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

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

Execution Date(s): **11/10/2005**

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other:

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

This document is being filed together with a new application.

A. Patent application No.(s)

B. Patent No.(s)

5,473,274

Additional numbers attached? Yes No

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

**Scott A. Horstemeyer
Thomas, Kayden, Horstemeyer & Risley, L.L.P.
100 Galleria Parkway, Suite 1750
Atlanta, Georgia 30339-5948**

Phone Number: 770-933-9500

Fax Number: 770-951-0933

E-Mail Address:

6. Total number of applications/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)

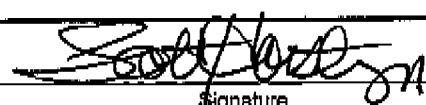
8. Payment Information

a. Credit Card Last 4 Number: 2009

Expiration Date: 01/2008

b. Deposit Account Number:
Authorized User Name:

9. Signature:



Signature

03/14/2007

Date

Scott A. Horstemeyer

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

Name of the Person Signing

4

Mail 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 United States Patent and Trademark Office, P.O. Box 1450, Alexandria, Virginia 22313-1450

OP \$40.00 6473274

ASSIGNMENT OF INVENTIONS, PATENTS, AND PATENT APPLICATIONS

WHEREAS, Ark Electronic Products, Inc., a Florida corporation; Astarte Fiber Networks, a Colorado corporation; Communications Equipment Corporation, a Delaware corporation; eLuminant Technologies, Inc., a Delaware corporation; PDP Acquisition Corp., a California; Premisys Communications, Inc., a Delaware corporation; Relialogic Technology Corporation, a California corporation; R-Net International, Inc., a Nevada corporation; Sciteq Communications, Inc., a Nevada corporation; Sorrento Networks Corporation, a Delaware corporation; Sorrento Valley Real Estate Holdings, LLC, a California corporation; Vpacket Communications, Inc., a California corporation; Xybridge Technologies, Inc., a Texas corporation, hereinafter referred to as the "ASSIGNORS", owned, had, own, or have rights in and to certain inventions, patents, and patent applications identified in the attached Schedule entitled "IP Schedule A".

WHEREAS, Zhone Technologies, Inc., a Delaware corporation, having a place of business at 7001 Oakport Street, Oakland, California 94621, hereinafter referred to as ASSIGNEE, has acquired or wishes to acquire full rights and ownership of said inventions, patents, and patent applications.

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 by ASSIGNOR, ASSIGNOR has sold, assigned, and transferred or does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns: (a) the entire right, title and interest, for the United States of America, in and to said U.S. patents identified in IP Schedule A and all the rights and privileges in any application and under any and all patents that may be granted in the U.S. for any invention(s) described in said U.S. patents identified in IP Schedule A, including but not limited to, all corresponding provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to any and all foreign patents and applications for any invention described in said U.S. patents identified in IP Schedule A, in any and all countries foreign to the U.S., including all rights of priority arising from them; and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them; and (c) the right to seek remedies for any and all infringements of any of the foregoing U.S. and foreign patents and to collect and retain all damages and profits and enjoy any and all remedies granted for infringements.

FURTHER, ASSIGNORS covenant and agree that, when requested, ASSIGNORS shall, without charge to ASSIGNEE, but at ASSIGNEE's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with existing patent applications, patents, or other forms of protection of any said invention, and for the defense and protection thereof if challenged in the court of law.

UPON SAID CONSIDERATION, ASSIGNORS appoint ASSIGNEE and ASSIGNEE's successors and assigns as their attorney-in-fact to act in ASSIGNORS name and place to execute, deliver and record any document or instrument of assignment or conveyance necessary to perfect, grant, and confirm the rights granted herein, and ASSIGNORS convey to the ASSIGNEE the right to make application, prosecute, receive and enforce in its own behalf and name the inventions, patents, patent application of "IP Schedule A" in the United States and all

foreign countries and to claim priority therefrom under the Patent Cooperation Treaty, the International Convention and/or any other international arrangement.

IN WITNESS WHEREOF, ASSIGNORS and ASSIGNEE have caused this Assignment to be duly executed by one of its officers on the date shown below.

ARK ELECTRONIC PRODUCTS, INC.

By: 
Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005

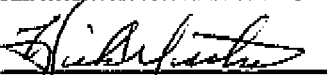
ZHONE TECHNOLOGIES, INC.

By: 
Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005

ASTARTE FIBER NETWORKS

By: 
Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005

COMMUNICATIONS EQUIPMENT CORPORATION

By: 
Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005

ELUMINANT TECHNOLOGIES, INC.

By: 
Kirk Misaka

Title: Chief Financial Officer

Date: 11-9-2005

PDP ACQUISITION CORP.By: 

Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005**PREMISYS COMMUNICATIONS, INC.**By: 

Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005**RELIALOGIC TECHNOLOGY CORPORATION**By: 

Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005**R-NET INTERNATIONAL, INC.**By: 

Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005

SCITEQ COMMUNICATIONS, INC.

By: 
Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005

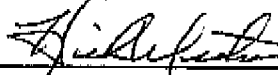
SORRENTO NETWORKS CORPORATION

By: 
Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005

SORRENTO VALLEY REAL ESTATE HOLDINGS, LLC

By: 
Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005

V PACKET COMMUNICATIONS, INC.

By: 
Kirk Misaka

Title: Chief Financial Officer

Date: 11-10-2005

XYBRIDGE TECHNOLOGIES, INC.

By: 
Kirk Misaka

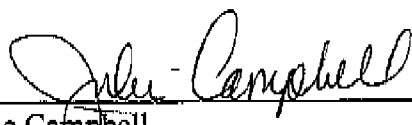
Title: Chief Financial Officer

Date: 11-10-2005

**ASSIGNMENT
CERTIFICATE OF FACSIMILE TRANSMISSION
UNDER 37 CFR §1.8**

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted on the date indicated below via facsimile to the United States Patent and Trademark Office, facsimile number (571)-273-0140.

Date: 3-14-2007



Julie Campbell

In Re Application of:

Reilly, *et al.*

Patent No.: 5,473,274

Issued 12/05/1995

For:

Local Clock Generator

Examiner:

Art Unit:

Docket No.: 052601-1240

Confirmation No.:

**Assignment Recordation Cover Sheet
Assignment – eLuminant Technologies, Inc.
to Zhone Technologies, Inc.
Credit Card Payment Form - \$40.00**

TOTAL PAGES (including cover sheet) 8