

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Beatrice Dagens</td> <td>06/29/2007</td> </tr> <tr> <td>Romain Brenot</td> <td>07/05/2007</td> </tr> <tr> <td>Guang-Hua Duan</td> <td>07/05/2007</td> </tr> <tr> <td>Thierry Hessler</td> <td>08/25/2007</td> </tr> </tbody> </table>		Name	Execution Date	Beatrice Dagens	06/29/2007	Romain Brenot	07/05/2007	Guang-Hua Duan	07/05/2007	Thierry Hessler	08/25/2007
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RECEIVING PARTY DATA											
Name:	Avanex Corporation										
Street Address:	40919 Encyclopedia Circle										
City:	Fremont										
State/Country:	CALIFORNIA										
Postal Code:	94538										
PROPERTY NUMBERS Total: 1											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>10530690</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	10530690						
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CORRESPONDENCE DATA											
Fax Number:	(713)623-4846										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
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ATTORNEY DOCKET NUMBER:	AVAN/000424										
NAME OF SUBMITTER:	Walter C. Grollitsch										
Total Attachments: 4											

CH \$40.00 10530690

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**PATENT
 REEL: 019868 FRAME: 0145**

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ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses
of Inventors:

1)	Beatrice Dagens 20 rue Fondouze F-92160 Antony France	2)	Romain Brenot 70 rue du Faubourg St. Martin F-75010 Paris France
3)	Guang-Hua Duan 31, rue Chateaubriand F-92290 Chatenay Malabry France	4)	Thierry Hessler c/o Ecole Polytechnique Federale de Lausanne Institut De Micro-Et Optoelectronique CH-1015 Lausanne Switzerland

(hereinafter referred to as Assignors), have invented a certain invention entitled:

**SEMICONDUCTOR OPTICAL AMPLIFIER WITH LATERAL AND
DISTRIBUTED GAIN STABILISATION**

- for which application for Letters Patent in the United States is filed herewith;
- for which application for Letters Patent in the United States was filed on April 8, 2005, under Serial No. 10/530,690, Confirmation No. 7126;
- I/we hereby authorize and request our attorneys, Patterson & Sheridan of 3040 Post Oak Boulevard, Suite 1500, Houston, Texas 77056, to insert here in parentheses (Application number _____ and Confirmation number _____, filed _____) the filing date and application number of said application when known;

and

WHEREAS, Avanex Corporation, a limited liability company organized and existing under the laws of the State of Delaware and the United States of America, and having offices at 40919 Encyclopedia Circle, Fremont, California 94538, (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter

referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:



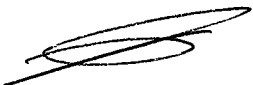
1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

- 1) June 29, 2007 
Beatrice Dagens
- 2) 05/07, 2007 
Romain Brenot
- 3) 05/07, 2007 
Guang-Hua Duan
- 4) _____, 2007
Thierry Hessler


2) _____, 2007

Romain Brenot

3) _____, 2007

Guang-Hua Duan

4) 25 August, 2007



Thierry Hessler

Assignment.DOC