

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Yong Duan	04/01/2008
Zhihui Tao	04/01/2008
RECEIVING PARTY DATA	
Name:	Huawei Technologies Co., Ltd.
Street Address:	Huawei Administration Building, Bantian, Longgang District
Internal Address:	Guangdong P.R.
City:	Shenzhen
State/Country:	CHINA
Postal Code:	518129
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12062309
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NAME OF SUBMITTER:	Keri Klaty
<p>Total Attachments: 5</p> <p>source=Signed_Assignment#page1.tif</p> <p>source=Signed_Assignment#page2.tif</p>	

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PATENT

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Yong Duan and Zihui Tao (hereinafter referred to as Assignors), residing at Huawei Administration Building, Bantian,, Longgang District, Guangdong P.R., Shenzhen 518129, PEOPLE'S REPUBLIC OF CHINA; and Huawei Administration Building, Bantian,, Longgang District, Guangdong P.R., Shenzhen 518129, PEOPLE'S REPUBLIC OF CHINA, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in Optoelectronic Integrated Apparatus And Method For Protecting Optoelectronic Integrated Apparatus, set forth in a Patent application for which an International Application was filed on October 26, 2007, PCT/CN2007/070967, designating the United States; and

WHEREAS, Huawei Technologies Co., Ltd., a Corporation organized under and pursuant to the laws of China having its principal place of business at Huawei Administration Building, Bantian,, Longgang District, Guangdong P.R., Shenzhen 518129, PEOPLE'S REPUBLIC OF CHINA (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, including the right to recover for past infringements, the same to be held and enjoyed by Assignee, for its own use and

benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

HARNESS, DICKEY & PIERCE, P.L.C.

All practitioners at Customer Number 27572

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

02/04/2008 15:40 FAX

2008-4-1
Date

Yong Duan
Yong Duan

Witness:

2008.4.1
Date

Xiaoyan BA2

02/04/08 15:40:21

2008.4.1
Date

Zhihui Tao
Zhihui Tao

Witness:

2008.4.1
Date

Li yuon Wu