

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/06/2003
CONVEYING PARTY DATA	
Name	Execution Date
Ignis Optics, Inc.	09/24/2003
RECEIVING PARTY DATA	
Name:	Bookham Technology plc
Street Address:	90 Milton Park
City:	Abingdon, Oxfordshire
State/Country:	UNITED KINGDOM
Postal Code:	OX14 4RY
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6661951
Patent Number:	6519099
Patent Number:	6795461
Patent Number:	6663296
CORRESPONDENCE DATA	
Fax Number:	(720)566-4099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Cooley Godward Kronish LLP
Address Line 1:	380 Interlocken Crescent, Suite 900
Address Line 2:	Attn: Wayne O. Stacy
Address Line 4:	Broomfield, COLORADO 80021
ATTORNEY DOCKET NUMBER:	304408-206

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PATENT  
REEL: 021212 FRAME: 0611

NAME OF SUBMITTER:

Wayne O. Stacy

Total Attachments: 13

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**VOLUME I of II**

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**AGREEMENT AND PLAN OF MERGER  
BY AND AMONG  
IGNIS OPTICS, INC.,  
BOOKHAM TECHNOLOGY PLC,  
BOOKHAM TECHNOLOGY, INC.  
AND  
INGRID ACQUISITION CORP.**

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Signing Date: September 24, 2003

Closing Date: October 6, 2003

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*Definitions*

Bookham Technology plc, a corporation organized under the laws of England and Wales	Parent
Bookham Technology, Inc., a Delaware corporation	Buyer
Ingrid Acquisition Corp., a Delaware corporation	Acquisition Subsidiary
Ignis Optics, Inc., a Delaware corporation	Company
Hale and Dorr LLP, counsel to the Parent and Buyer	H&D
O'Melveny & Myers LLP, counsel to the Company	OMM
U.S. Bank National Association	Escrow Agent
American Stock Transfer & Trust Company	Exchange Agent
Ryan Floyd and Michael Lebby	Stockholder Representatives; also referred to as the Indemnification Representatives

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

IGNIS OPTICS, INC.,

BOOKHAM TECHNOLOGY PLC,

BOOKHAM TECHNOLOGY, INC.,

AND

INGRID ACQUISITION CORP.

September 24, 2003

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") entered into as of September 24, 2003 by and among Bookham Technology plc, a public limited company registered in England and Wales with company number 2298887 (the "Parent"), Bookham Technology, Inc., a Delaware corporation and a wholly-owned subsidiary of the Parent (the "Buyer"), Ingrid Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of the Buyer (the "Transitory Subsidiary"), and Ignis Optics, Inc., a Delaware corporation (the "Company").

This Agreement contemplates a merger of the Transitory Subsidiary into the Company. In such merger, the preferred stockholders of the Company will receive ordinary shares of the Parent in exchange for their capital stock of the Company.

Concurrently with the execution of this Agreement, and as a condition and inducement of the willingness of the Parent and the Buyer to enter into this Agreement, certain stockholders of the Company have executed Stockholder Agreements in favor of the Buyer in the form attached hereto as Exhibit A (the "Stockholder Agreement"), pursuant to which such stockholders have agreed to vote and to give Buyer a proxy to vote all of the shares of capital stock of the Company that such stockholders own in favor of the transactions described herein.

Capitalized terms used in this Agreement shall have the meanings ascribed to them in Article VIII.

Now, therefore, in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

### ARTICLE I THE MERGER

1.1 The Merger. Upon and subject to the terms and conditions of this Agreement, the Transitory Subsidiary shall merge with and into the Company at the Effective Time. From and after the Effective Time, the separate corporate existence of the Transitory Subsidiary shall cease and the Company shall continue as the Surviving Corporation. The Merger shall have the effects set forth in Section 259 of the Delaware General Corporation Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and the Transitory Subsidiary shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and the Transitory Subsidiary shall become the debts, liabilities and duties of the Surviving Corporation.

## ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Parent and the Buyer that, except as set forth in the Disclosure Schedule, the statements contained in this Article II are true and correct as of the date of this Agreement and will be true and correct as of the Closing as though made as of the Closing, except to the extent such representations and warranties are specifically made as of a particular date (in which case such representations and warranties will be true and correct as of such date). The Disclosure Schedule shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this Article II. The disclosures in any section or subsection of the Disclosure Schedule shall qualify only the corresponding section or subsection in this Article II and any other representation and warranty of the Company only to the extent it is reasonably apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections in this Article II. For purposes of this Article II, the phrase "to the knowledge of the Company" or any phrase of similar import shall be deemed to refer to the actual knowledge of the Executive Officers of the Company after due inquiry of appropriate employees, consultants, independent contractors and professional advisors of the Company with respect to the matter in question.

2.1 Organization, Qualification and Corporate Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified to conduct business and is in corporate and tax good standing under the laws of each jurisdiction listed in Section 2.1 of the Disclosure Schedule, which jurisdictions constitute the only jurisdictions in which the nature of the Company's businesses or the ownership or leasing of its properties requires such qualification. The Company has all requisite corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. The Company has furnished to the Buyer complete and accurate copies of its Certificate of Incorporation and by-laws. The Company is not in default under or in violation of any provision of its Certificate of Incorporation or by-laws.

2.13 Intellectual Property.

(a) Section 2.13(a) of the Disclosure Schedule lists (i) each patent, patent application, copyright registration or application therefor, mask work registration or application therefor, and trademark, service mark and domain name registration or application therefor of the Company and (ii) each Customer Deliverable of the Company.

(b) The Company owns or has the right to use all Intellectual Property necessary (i) to use, manufacture, have manufactured, market and distribute the Customer Deliverables and (ii) to operate the Internal Systems. None of the transactions contemplated by this Agreement will affect the ownership or availability for use by the Company immediately following the Closing of any item of Company Intellectual Property on substantially identical terms and conditions as were applicable immediately prior to the Closing. The Company has taken all reasonable measures to protect the proprietary nature of each item of Company Intellectual Property, and to maintain in confidence all trade secrets and confidential information, that it owns or uses. No other person or entity has any rights to any of the Company Intellectual Property owned by the Company (except pursuant to agreements or licenses specified in Section 2.13(d) of the Disclosure Schedule), and, to the knowledge of the Company, no other person or entity is infringing, violating or misappropriating any of the Company Intellectual Property.

"Intellectual Property" shall mean all:

- (a) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, reexamination, utility model, certificate of invention and design patents, patent applications, registrations and applications for registrations;
- (b) trademarks, service marks, trade dress, Internet domain names, logos, trade names and corporate names and registrations and applications for registration thereof;
- (c) copyrights and registrations and applications for registration thereof;
- (d) mask works and registrations and applications for registration thereof;
- (e) computer software, data and documentation;
- (f) inventions, trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information;



(g) other proprietary rights relating to any of the foregoing (including remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions); and

(h) copies and tangible embodiments thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BOOKHAM TECHNOLOGY, INC.

By: Thomas Kelley  
Name: Thomas Kelley  
Title: Secretary

BOOKHAM TECHNOLOGY plc

By: Thomas Kelley  
Name: Thomas Kelley  
By Power of Attorney

INGRID ACQUISITION CORP.

By: Thomas Kelley  
Name: THOMAS KELLEY  
Title: SECRETARY

IGNIS OPTICS, INC.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BOOKHAM TECHNOLOGY, INC.

By: \_\_\_\_\_  
Name: Thomas Kelley  
Title: Secretary

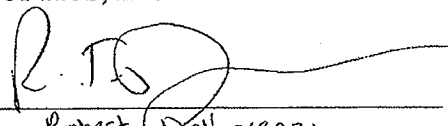
BOOKHAM TECHNOLOGY plc

By: \_\_\_\_\_  
Name: Thomas Kelley  
By Power of Attorney

INGRID ACQUISITION CORP.

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

IGNIS OPTICS, INC.

By:  \_\_\_\_\_  
Name: Robert Delincenzi  
Title: Chief Executive Officer

## DISCLOSURE SCHEDULES

The disclosures set forth herein (the "**Disclosure Schedules**") are made with reference to the representations and warranties of Ignis Optics, Inc. in Article II of that certain Agreement and Plan of Merger, dated as of September 24, 2003 (the "**Agreement**"), by and among Ignis Optics, Inc. ("**Ignis**"), Bookham Technology plc, Bookham Technology, Inc. and [Ingrid Acquisition Corp.] All capitalized terms that are used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement. Section numbers used herein correspond to section numbers in the Agreement.

Nothing in these Disclosure Schedules constitutes an admission of any liability or obligation of Ignis to any third party, nor an admission against Ignis' interest to any third party. These Disclosure Schedules contain information, descriptions and disclosures regarding Ignis only, all of which constitute confidential information of Ignis.

These Disclosure Schedules and the information, descriptions and disclosures set forth herein are intended to qualify and limit the representations, warranties and covenants of Ignis set forth in the Agreement. Except with respect to any representation and warranty in the Agreement explicitly requiring disclosure as to the enforceability, current effectiveness, or obligations or rights remaining under any agreement or document, no reference in these Disclosure Schedules to any agreement or document shall be construed as an admission or indication that such agreement or document is enforceable or currently in effect or that there are any obligations remaining to be performed or any rights that may be exercised under such agreement or document. This Disclosure Schedule, together with other information that has been provided to Buyer in connection with the Agreement, may contain forward looking statements or information. These statements or information contain risks and uncertainties, which may cause actual results to vary. No representation is made to the accuracy of such forward looking information. Except for the purposes of making the corresponding representation and warranty in the Agreement to the Buyer, no disclosure in these Disclosure Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

These Disclosure Schedules are arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in Article II of the Agreement. The disclosures in any section or subsection of these Disclosure Schedules shall qualify only the corresponding section or subsection in Article II of the Agreement and any other representation and warranty of the Company only to the extent it is reasonably apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections in Article II of the Agreement. The phrase "to the knowledge of the Company" or any phrase of similar import shall be deemed to refer to the actual knowledge of the Executive Officers of the Company after due inquiry of appropriate employees, consultants, independent contractors and professional advisors of the Company with respect to the matter in question.

These Disclosure Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to expand the scope and effect of any representations, warranties or covenants of Ignis provided in the Agreement. These Disclosure Schedules may include items or information that Ignis is not required to disclose under the Agreement; disclosure of such information shall not affect (directly or indirectly) the

interpretation of the Agreement or the scope of the disclosure obligation under the Agreement. The inclusion of any information in these Disclosure Schedules does not constitute an admission that such information is required to be disclosed, that such information is material or that any other undisclosed matter having a greater value or other significance is material or is otherwise required to be disclosed.

## Schedule 2.12 – Real Property Leases

The Company entered into a lease with West San Carlos Limited Partnership for the premises located at 482 West San Carlos Street, San Jose, California, dated March 27, 2001, as amended on June 7, 2001 and April 8, 2003 (the "WSC Lease"). The term of the WSC Lease commenced on April 1, 2001 and will terminate on March 31, 2006. The WSC Lease calls for monthly base rental payments of \$26,266.40 for the first 12 months with annual increases of approximately 4%. Under the terms of the Second Amendment to the WSC Lease, dated April 8, 2003, the monthly Base Rent (as defined in the WSC Lease) has been reduced by \$12,500 for the months from May, 2003 to December, 2003. The WSC Lease also provides for monthly payments equal to 100% of Operating Expenses (as defined therein). The prior written consent of WSC is required in order to assign the WSC Lease in the event of a merger of consolidation of the Company.

## Schedule 2.13(a) – Intellectual Property

### ISSUED PATENTS (2)

09/953,080	"LENS SYSTEM AND OPTOELECTRIC ALIGNMENT APPARATUS" (3/12/01) (9/12/01) (2/11/03)
10/091,815	"OPTOELECTRIC MOUNTING AND INTERCONNECT APPARATUS" (3/6/01) (3/6/02) (11/5/02)

### PATENT APPLICATIONS (16)

09/954,919	"OPTOELECTRIC ALIGNMENT APPARATUS" (9/12/01) (4/29/03)
09/954,920	"LENS SYSTEM FOR OPTOELECTRIC MODULES" (9/12/01) (9/9/03)
10/044,648	"LIGHT SOURCE MONITORING APPARATUS" (3/12/01) (1/11/02)
10/044,653	"COMPONENT INTERCONNECT APPARATUS" (3/12/01) (1/11/02)
10/044,654	"RADICALLY SYMMETRICAL OPTOELECTRIC MODULE" (3/12/01) (1/11/02)
10/128,012	"OPTOELECTRIC MODULE" (4/23/01) (4/23/02)
10/128,383	"OPTOELECTRIC MODULE" (4/23/01) (4/23/02)
10/236,234	"BI-DIRECTIONAL OPTICAL/ELECTRICAL TRANSCEIVER MODULE" (9/6/02)
10/285,949	"OPTICAL/ELECTRICAL MODULE" (11/2/01) (11/1/02)
10/367,173	"DISCRETE OPTOELECTRIC PACKAGE" (2/15/02) (2/14/03)
10/376,204	"MULTI-POWER OPTOELECTRIC PACKAGES" (2/27/03) (6/26/03)
10/383,301	"TRANSCEIVER MODULE WITH CAM-BASED DELATCHING ACTUATOR" (3/11/02) (3/7/03)
10/406,324	"MULTI-POWER OPTOELECTRIC PACKAGES AND MOUNTING STRUCTURES" (4/3/03)
10/406,325	"MULTI-POWER OPTOELECTRIC PACKAGES" (4/3/03)
10/423,104	"AN OPTOELECTRIC MODULE" (5/3/02) (4/25/03)
10/423,182	"HIGH SPEED TO-PACKAGE EXTERNAL INTERFACE" (5/3/03) (4/25/03)

### PROVISIONAL APPLICATIONS (32)

60/274,499	"OPTICAL/ELECTRIC MODULE"
60/274,999	"OPTICAL/ELECTRICAL MODULE" (3/12/01)
60/275,000	"OPTICAL/ELECTRICAL MODULE" (3/12/01) (6/28/01)
60/275,999	"OPTICAL/ELECTRICAL MODULE" (3/12/01) (6/28/01)
60/275,001	"OPTICAL/ELECTRICAL MODULE" (3/12/01) (ABANDONED)
60/275,002	"OPTICAL/ELECTRICAL MODULE" (3/12/01) (7/2/01)
60/275,091	"OPTICAL/ELECTRICAL MODULE" (3/12/01) (7/2/01)
60/285,732	"OPTICAL/ELECTRICAL MODULE" (4/23/01) (4/23/02)

60/285,733 "OPTICAL/ELECTRICAL MODULE" (4/23/01) (4/23/02)  
 60/323,142 "BI-DIRECTIONAL OPTICAL/ELECTRICAL TRANSCEIVER MODULE" (9/13/01) (9/6/02)  
 60/335,307 "OPTICAL/ELECTRICAL MODULE" (11/2/01) (11/1/02)  
 60/357,514 "DISCRETE OPTOELECTRIC PACKAGES" (2/15/02) (2/14/03)  
 60/359,830 "MULTI-POWER/OPTOELECTRIC PACKAGES" (2/27/02) (2/27/03)  
 60/363,201 "TRANSCEIVER MODULE WITH CAM-BASED DELATCHING ACTUATOR" (3/11/02) (3/7/03)  
 60/377,706 "OPTICAL/ELECTRICAL MODULE" (5/3/02) (4/25/03)  
 60/377,736 "HIGH-SPEED TO-PACKAGE EXTERNAL INTERFACE" (5/3/02) (4/25/03)  
 60/401,576 "Optoelectric Module with Handle-Based Delatching Mechanism" (8/6/02) (7/22/03)  
 60/401,577 "OPTICAL PREAMPLIFIER WITH REDUCED NUMBER OF LEADS" (8/6/02) (8/6/03)  
 60/427,439 "RECEIVER SUBASSEMBLY WITH EXTENDED RECEIVING POWER MONITORING" (11/19/02) (2/9/03)  
 60/427,441 "OPTOELECTRIC MODULE" (11/19/02) (2/18/03)  
 60/427,681 "HIGH SPEED OPTOELECTRONIC PACKAGE FOR OPTICAL DEVICES" (11/19/02) (12/30/02)  
 60/427,916 "SMALL FORM ACTOR PLUGGABLE MODULES" (11/20/02) (2/7/03)  
 60/427,918 "FIBER OPTICAL TRANSCEIVER MODULE" (11/20/02) (2/9/03)  
 60/428,174 "ALIGNMENT OF OPTICAL COMPONENTS IN AN OPTICAL SUBASSEMBLY" (11/21/02) (2/9/03)  
 60/428,175 "A REVERSIBLE FIBER OPTIC MODULE" (11/21/02) (12/26/02)  
 60/428,212 "METHOD OF INDIRECTLY COOLING LOSE IN AN OPTICAL MODULE" (11/21/02)(12/30/02)  
 60/431,246 "COUPLING OF OPTICAL COMPONENTS IN AN OPTICAL ASSEMBLY" (12/5/02) (3/17/03)  
 60/444,472 "OPTOELECTRIC MODULE WITH POP-OUT TAB BASED LATCHING/DELATCHING MECHANISM" (2/3/03)  
 60/444,593 "SELF EJECT LATCH MECHANISM FOR AN OPTICAL TRANSCEIVER MODULE" (2/23/03)  
 60/446,126 "OPTICAL POWER MONITORING FOR A SEMICONDUCTOR LASER DEVICE" (2/10/03)  
 60/449,570 "OPTICAL SUBASSEMBLY FOR A SEMICONDUCTOR LASER" (2/21/03)  
 60/452,686 "SUPPORT STRUCTURE FOR AN OPTOELECTRIC MODULE" (3/7/03)

#### ABANDONED TRADEMARKS (2)

76/273,420 "OPTOMISM" (6/19/01) (5/16/02)  
 76/273,422 "IO" (6/19/01) (5/16/02)

#### PENDING TRADEMARKS (1)

76/273,423 "IGNIS OPTICS" (6/19/01) (5/6/03)

#### SUPPLEMENTAL/REGISTERED TRADEMARKS (1)

76/273,701 "SINGLE MODE MODULES @ MULTIMODE PRICES" (6/19/01) (9/24/02)

#### REGISTERED TRADEMARKS (3)

76/273,421 "IGNIS" (6/19/01) (3/25/03) (6/17/03)  
 76/273,668 "IGNITE YOUR OPTICAL NETWORK" (6/19/01) (3/19/01) (12/25/01)  
 76/274,700 "IO IGNIS OPTICS AND DESIGN" (6/2/01) (3/5/03) (5/27/03)

#### DOMAIN NAMES (4)

IGNIS-OPTICS.COM  
 IGNISOPTICS.COM  
 IGNIS-OPTICS.NET  
 IGNISOPTICS.NET