

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
STEVEN A. SUREK	09/16/2008
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12212018
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<b>Total Attachments: 1</b> source=10_0939_DIV_Utility_Assignment#page1.tif	

OP \$40.00 12212018

**ASSIGNMENT**

WHEREAS, **STEVEN A. SUREK** (hereinafter referred to as "ASSIGNOR") has invented certain new and useful improvements in an invention entitled:  
**TRANSPARENT SUB-WAVENGTH NETWORK**

for which U.S. Patent Application No. 10/895,007 was filed on July 20, 2004 and for which a divisional, U.S. Patent Application No. 12/212,018 was filed on 09-17-2008.


WHEREAS, **CIENA CORPORATION**, 1201 Winterson Road, Linthicum, Maryland 21090 USA (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right, title, and interest in and to said invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, in accordance with obligations entered into pursuant to an Employment Agreement or other agreement and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, transfers and assigns to said ASSIGNEE, and to ASSIGNEE'S successors and assigns, ASSIGNOR'S entire right, title, and interest in and to said invention and improvements invented and originated by ASSIGNOR in the United States and its territorial possessions and in any and all foreign countries and to all Letters Patent or similar legal protections in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any application claiming priority to/from the application, or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension, or reissue thereof or any legal equivalent thereof in a foreign country for the full term(s) for which the same may be granted; and authorize and request the Commissioner for Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereof, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and/or enforce said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and signed on the date indicated below:

Full Name of Sole/First Inventor: **STEVEN A. SUREK**

Inventor's Signature:  Date: 9/16/2008