

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Proprietary Information and Inventions Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Rajiv Goel	09/19/2005
RECEIVING PARTY DATA	
Name:	Tellabs San Jose, Inc.
Street Address:	1415 West Diehl Road
City:	Naperville
State/Country:	ILLINOIS
Postal Code:	60563
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11858031
CORRESPONDENCE DATA	
Fax Number:	(212)218-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212)218-2100
Email:	stchakerian@fchs.com
Correspondent Name:	Fitzpatrick, Cella, Harper & Scinto
Address Line 1:	30 Rockerfeller Plaza
Address Line 4:	New York, NEW YORK 10112-3800
ATTORNEY DOCKET NUMBER:	02495.000045
NAME OF SUBMITTER:	Shant H. Tchakerian
Total Attachments: 4 source=02495_000045_InventionsAgreement#page1.tif source=02495_000045_InventionsAgreement#page2.tif source=02495_000045_InventionsAgreement#page3.tif source=02495_000045_InventionsAgreement#page4.tif	

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**PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT**

As a material part of the consideration for my employment by Tellabs Operations, Inc., or one of its divisions, subsidiaries, or other affiliates (collectively the "Company"), I hereby agree to the terms set forth below:

1. I recognize that the Company is engaged in continuous programs of research, development, production, sales and marketing respecting its business, present and future, including fields generally related to its business, and that the Company possesses and will continue to possess information that has been created, discovered, developed or otherwise become known to the Company and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged because the information is not available to the general public or otherwise provides commercial value. All of the aforementioned information is hereinafter called "Proprietary Information." Proprietary Information further includes, without limitation, anything (including but not limited to any Invention, as defined below) that I may make or conceive or reduce to practice or learn, either alone or jointly with others during the period of my employment, that is (a) capable of use in connection with the business of the Company, or (b) otherwise relates to the business of Company, or any actual or demonstrably anticipated research and development of the Company, or (c) made or conceived or reduced to practice or learned (i) with the use of the time, equipment, supplies, facilities or trade secret information of the Company, or (ii) as a result of work performed by me for the Company. By way of illustration, but not limitation, Proprietary Information includes trade secrets and other confidential information, formulas, data and know-how, product designs and specifications, computer programs and other software and firmware, other product information, improvements, ideas, concepts, discoveries, inventions, techniques, development plans, marketing plans, strategies, forecasts, copyrightable material, trademarks, employment and other corporate policies, customer lists, corporate records and processes, resumes, and other personnel information. Proprietary Information may include by way of further illustration, without limitation, proprietary information of vendors, partners, clients, customers or other third parties, entrusted to Company by such parties.

2. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to any information:
 - (a) applicable to the business of the Company; or
 - (b) applicable to the business of any vendor, partner, client or customer of the Company, or other third party with whom the Company may engage, which may be made known to me by the Company or by any such vendor, partner, client, customer or other third party, or otherwise learned by me during the period of my employment.

3. In consideration of my employment by the Company and the compensation received by me from the Company from time to time, I hereby agree as follows:

- (a) All Proprietary Information shall be the sole property of the Company and its successors, assigns and nominees, and the Company and its successors, assigns and nominees shall be the sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to the Company, its successors, assigns and nominees, any rights that I may have or acquire in such Proprietary Information, regardless of whether I hold such rights alone or jointly with others. At all times, both during my employment by the Company and after its termination, I will not use or disclose, nor assist or authorize anyone else in using or disclosing, any Proprietary Information without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties to the Company. I also agree to use my best efforts to otherwise safeguard all Proprietary Information so that it is not made available to unauthorized persons or entities.
- (b) All documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by myself or others in connection with my employment shall be and remain the sole property of the Company and shall be returned to it immediately as and when requested by the Company. Even if the Company does not so request, I shall return and deliver to the Company, and not otherwise dispose or make use of, all such property upon termination of my employment by me or by the Company for any reason and I will not take with me any such property or any reproduction of such property upon such termination.
- (c) During the term of my employment, and for one (1) year following my termination, for whatever reason, I will not encourage or solicit any employee of the Company to leave the Company for any reason or to devote less than all of any such employee's efforts to the affairs of the Company, provided that the foregoing shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel.
- (d) I will promptly reduce to writing and disclose to the Company, or any persons designated by it, all improvements, discoveries, concepts, inventions, formulas, ideas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of my employment (all said improvements, discoveries, concepts, inventions, formulas, ideas, processes, techniques, know-how, and data shall be hereinafter collectively called "Inventions").
- (e) Relative to each of all such Inventions, I will, both during my employment with Company and thereafter, assist the Company in every proper way (without charge to the Company, but at the Company's expense) as the Company may desire to pursue, from time to time enforce, and to further record the vesting of title in Company, its successors, assigns and nominees, any patent, copyright, and/or other right or registration in any and all countries as the Company may desire, and to that end I will without limitation execute,

acknowledge and deliver all applications for patent and/or other documents as the Company may request. To the extent that the Company is unable for any reason whatsoever to secure my signature to any lawful and necessary document required to so pursue, enforce and/or to further record vesting of title as described above, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act on my behalf and instead of me, to execute and file any such application and/or to do all other lawfully permitted acts to further the pursuit, enforcement and/or recordation of title of patents, copyrights and/or other rights or registrations relative to such Inventions with the same legal force and effect as if executed by me.

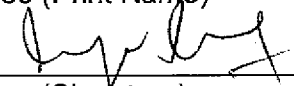
- (f) As a matter of record I attach hereto a list of all inventions that may be relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me, either alone or jointly with others, prior to my employment with the Company ("Prior Inventions"). I covenant that any such attached list is complete. If no such list is attached to this Agreement, I represent that I have no such Prior Inventions. I further agree that I shall not in any way introduce into the business of Company, or otherwise facilitate the use of in the business of Company, any such Prior Inventions of mine without the prior written consent of Company, as memorialized in a written amendment to this Agreement that both cites this Section 3(f) and is executed by an authorized representative of Company.
- (g) I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company or otherwise. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict herewith.
- (h) I represent that execution of this Agreement, my employment with the Company and my performance of my proposed duties to the Company in the development of its business will not violate any obligations I may have to any former employer or other third party.
- (i) This Agreement does not require assignment to the Company of an invention which an employee cannot be obligated to assign under Chapter 765, Section 1060 of the Illinois Code (the so-called Illinois "Employee Patent Act"). This Agreement does not require assignment to the Company of any rights to any invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on my own time, unless (a) the invention relates (i) to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for the Company.
- (j) During my employment with the Company, I will not engage in, or be employed by, any business that is competitive to the business of the Company.

4. Nothing in this Agreement shall be construed to alter the "at will" employment or consulting arrangement that exists between the Company and me. I understand that I am free to terminate my relationship with the Company at any time and for any reason, and that the Company is likewise free to terminate my employment at any time and for any reason.

5. If one or more of the provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
6. This Agreement shall be effective as of the first day of my employment by the Company or service for the Company.
7. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its successors, assigns and nominees.

Dated: 09/19, 2005

RAJIV GOEL
Employee (Print Name)


Employee (Signature)