

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AWS Holding AB	02/05/2009
RECEIVING PARTY DATA	
Name:	EXFO Electro-Optical Engineering, Inc.
Street Address:	400 Godin Ave.
City:	Quebec City
State/Country:	CANADA
Postal Code:	G1M 2K2
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7199870
Patent Number:	7327302
Application Number:	12284195
CORRESPONDENCE DATA	
Fax Number:	(610)346-8189
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	610-346-7112
Email:	wendykoba@usa.net
Correspondent Name:	Wendy W. Koba
Address Line 1:	PO Box 556
Address Line 4:	Springtown, PENNSYLVANIA 18081
ATTORNEY DOCKET NUMBER:	EXFO
NAME OF SUBMITTER:	Wendy W. Koba
Total Attachments: 8 source=patent assignment#page1.tif	

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Patent Transfer Agreement

This patent transfer agreement (this "Patent Transfer Agreement") is entered into on 5 February 2009

BETWEEN:

(1) **Starta Eget Boxen 11629 AB**, Reg. No. 556775-8486, under change of name to AWS Holding AB, a company duly incorporated and organized under the laws of Sweden, having its registered address at c/o Öhrlings PricewaterhouseCoopers AB, P.O Box 20, SE-851 02 SUNDSVALL, Sweden, under change of address to Valebergsvägen 277, SE-427 37 BILLDAL, Sweden (the "Seller"); and

(2) **EXFO Electro-Optical Engineering Inc.**, Reg. No. 1975862, a company duly incorporated and organized under the laws of Canada, having its registered address at 400 Godin Avenue, Quebec City, Province of Quebec, Canada, G1M 2K2 (the "Buyer").

1 Background

- 1.1 The Seller is the owner of all title, right and interest in and to certain inventions, one of which is comprised by a pending patent application and two of which are protected under issued patents.
- 1.2 The Buyer is interested in acquiring the Invention, the Patents, the Patent Rights, the Background Documents and the Know-how, all as defined below. Further, the Buyer, through a wholly owned subsidiary, is interested in acquiring a company performing business relating to the Invention, the Patents, the Patent Rights, the Background Documents and the Know-how, as defined below, and has on the day of this Patent Transfer Agreement also entered into a share transfer agreement regarding purchase of the shares of Picosolve AB, Reg. No 556766-1045 (the "Company") from Starta Eget Boxen 11629 AB and Ettore J. Coringrato Jr.
- 1.3 The Seller agrees to sell and the Buyer agrees to purchase the Invention, the Patents, the Patent Rights, the Background Documents and the Know-how, as defined below, on the terms and conditions set out in this Agreement.

2 Definitions

In this Patent Transfer Agreement, the following definitions are used:

"Affiliated Person" means a closely related Person (*Sw. närstående*) as set out in Chapter 21 § 1 of the Swedish Companies Act (*Sw. Aktiebolagslagen (2005:551)*) or a Person directly or indirectly controlling, controlled by or under common control with the Seller or the Buyer (as the case may be);

"Background Documents": means the tangible copy of all written and electronic communications between any Person that were involved in claiming rights with respect to the Patents including any patent agent involved in namely: (i) the preparation of the Patents' application; (ii) the filing of the Patents' applications; (iii) the registration of the Patents; (iv) the maintenance of the Patents; or (v) any other communication related to the Patents. Notwithstanding Buyer obtaining such Background Documents in accordance with the terms of this Patent Transfer Agreement, the Background Documents shall maintain their confidential and privileged status.

"Business Day" means a day when banks are open for general banking business in Sweden and in Canada;

"Buyer" means EXFO Electro-Optical Engineering Inc., Matricule No. 1975862;

"Confidential Information" means any information of any kind or nature whatsoever, whether written or oral, including, without limitation, this Patent Transfer Agreement and financial information, trade secrets and other information regarding the Buyer, the Invention, the Patents, the Patent Rights, the Background Documents and/or the Know-how, which is not known to the general public;

"Earn-out" means the purchase price for the Invention, the Patents, the Patent Rights, the Background Documents and the Know-how including the First Earn-out, the Second Earn-out, the Third Earn-out and the Fourth Earn-out and as further set out in Section 3;

"Earn-Out period" has the meaning set out in section 3;

"Effective Date" means the date when this Patent Transfer Agreement becomes effective as set out in Section 4;

"Encumbrance" means any mortgage, charge, pledge, lien, option or other security interest or restriction of any kind, including any licenses;

"Invention" means the inventions, as further described in the Patents, and all-optical phase sensitive sampling arrangement that have or are yet to be submitted;

“Know-how” means the knowledge, experience, data, drawings, models and descriptions and any other information and knowledge concerning the Invention, the Patents and the Patent Rights;

“Net selling price” means the price payable by the customer, exclusive of taxes, freights, customs and other external charges;

“Open Source Software” means software licensed under terms pursuant to which the software licensed may be used, modified and/or redistributed in source code and/or object code forms without the payment of a license fee, including but not limited to those licensed approved by the Open Source Initiative (see www.opensource.org), such as the GNU General Public License (GPL), the GNU Library or Lesser General Public License (LGPL), the Mozilla Public Licence and the Apache License;

“Party” means the Seller or the Buyer, and **“Parties”** means the Seller and the Buyer, collectively;

“Patent Rights” means the Patents, as defined below, and all present and future patent applications and issued patents in every country claiming priority from the Patents including any extension, supplemental protection certification, registration, confirmation, reissue, continuation, divisional, continuation-in-part, re-examination or renewal thereof and any and all present and future patent applications in relation to the Invention;

“Patents” means the issued US patent US 7,199,870 B2 “Polarization independent optical sampling arrangement, the issued US patent US 7,327,302 B2 “Equivalent time asynchronous sampling arrangement” and the pending US patent application, application number 12/284,195 “All-optical balanced detection system”;

“Person” means any individual, firm, company, corporation or other corporate body, government, state or agency of a state or any joint venture, trust, association or partnership (general or limited), whether or not incorporated, and whether or not its owners enjoy limited liability, and any other legal entity;

“Seller” means Starta Eget Boxen 11629 AB, Reg. No. 556775-8486, under change of name to AWS Holding AB;

“Technology” means all optical sampling of optical waveforms with the purpose of analysing the quality of an optical signal. The technique relies on using the phenomenon known as four-wave

mixing in a highly nonlinear medium operating as an all optical sampling gate;

"Valid Bookings" means confirmed purchase orders, for products developed or based on the Technology, received by the EXFO Group and accepted by the EXFO Group under their normal business terms and for which the requested delivery date is no more than 6 months after the expiry of the last Earn-Out period.

2 Assignment

- 2.1 The Seller hereby sells, transfers and conveys and the Buyer hereby acquires all right, title and interest in and to the Invention, the Patents, the Patent Rights, the Background Documents and the Know-how, including the right to apply for intellectual property protection such as patent protection in any country.
- 2.2 The Seller shall always be of reasonable assistance and further execute free of charge any document required in Buyer's reasonable opinion for protection of the Invention and all other documents which may be required to perfect the Buyer's title to the Invention, the Patents, the Patent Rights, the Background Documents and the Know-how.
- 2.3 The Buyer shall bear the costs for filing, prosecuting and maintaining the Patents and the Patent Rights incurred as from the Effective Date of this Patent Transfer Agreement, including any fees payable to patent offices for the assignment of the Patent Rights.

3 Purchase Price

termination, modification or waiver of any provision, term or condition of this Patent Transfer Agreement shall be binding on the Parties, unless it is made in writing.

11 Notices

All notices, requests, demands, approvals, waivers and other communications required or permitted under this Patent Transfer Agreement must be in writing in the English language and shall be deemed to have been received by a Party when:

- (a) delivered by post, unless actually received earlier, on the third Business Day after posting, if posted within Sweden, or the fifth Business Day, if posted to or from a place outside Sweden;
- (b) delivered by hand, on the day of delivery;
- (c) delivered by fax, on the day of dispatch if supported by a written confirmation from the sender's fax machine that the message has been properly transmitted.

All such notices and communications shall be addressed as set out below or to such other addresses as may be given by written notice in accordance with this Section.

If to the Seller: Starta Eget Boxen 11629 AB, under change of name to AWS Holding AB
Attention: Managing Director
Valebergsvägen 277
SE- 427 37 Billdal

With a copy to: Advokat Nils W Larsson
Osbergsgatan 8
SE-426 77 Västra Frölunda

If to the Buyer: EXFO Electro-Optical Engineering Inc.
Attention: Managing Director
400 Godin Avenue
Quebec City
Province of Quebec, G1M 2K2
Canada

With a copy to: Advokatfirman Vinge KB
Attention: Jan H Johansson
P.O. Box 110 25
SE-404 21 Göteborg
Sweden
Fax No. +46-31-722 37 00

For the purposes of this Patent Transfer Agreement, "writing" or "written" shall include faxes but not e-mails.

12 Assignments

No Party may assign, delegate, sub-contract, or otherwise transfer or pledge or grant any other security interest in or over any of its rights or obligations under this Patent Transfer Agreement without the prior written consent of the other Party, except that the Buyer may transfer or assign, in whole or in part, to one or more of its group companies from time to time the right to purchase all or a portion of the Invention, the Patents, the Patent Rights, the Background Documents and/or the Know-how, provided that no such transfer will relieve the Buyer of its obligations, or affect the rights of the Seller, under this Patent Transfer Agreement.

13 Partial Invalidity

If any provision of this Patent Transfer Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Patent Transfer Agreement shall continue in full force and effect. The Parties shall seek to amend such void, invalid or unenforceable provisions and thereby this Patent Transfer Agreement in order to give effect to, so far as is possible, the spirit of this Patent Transfer Agreement and to achieve the purposes intended by the Parties.

14 Governing Law and Disputes

14.1 This Patent Transfer Agreement shall be governed by and in accordance with the laws of Sweden.

14.2 Any dispute arising out of or in connection with this Patent Transfer Agreement shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce and the decision of the arbitrator shall be final and binding upon the Parties both as to law and to fact, and shall not be appealable to any court in any jurisdiction. The Parties shall share the expenses of the arbitrator equally, unless the arbitrator determines that expenses shall be otherwise assessed..

Notwithstanding the above, the Buyer shall have the right to initiate proceedings in any competent court of law for the granting of interim measures, such as injunctions or other actions to prevent, minimize or prohibit any threatened or ongoing breach of this Patent Transfer Agreement.




- 14.3 The place of arbitration shall be Göteborg, Sweden. The language to be used in the arbitral proceedings shall be English. The arbitration shall be conducted by one (1) arbitrator unless either Party requests that an arbitral tribunal composed of three (3) arbitrators shall adjuciate the dispute and such Party shall be solely responsible for the expenses of theses arbitrators, unless theses arbitrators determine that expenses shall be otherwise assessed.
- 14.4 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.
- 14.5 In case this Patent Transfer Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.
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This Patent Transfer Agreement has been duly executed in two (2) original copies, of which each of the Parties have taken one (1) copy.

Place: Göteborg
Date: Feb 5, 2009

STARTA EGET BOXEN
11629 AB UNDER CHANGE
OF NAME TO AWS HOLDING AB

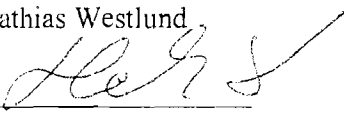

Peter Andrekson

Place: Göteborg
Date: Feb 5, 2009

EXFO ELECTRO-OPTICAL
ENGINEERING INC

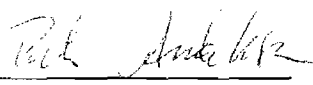


Mathias Westlund

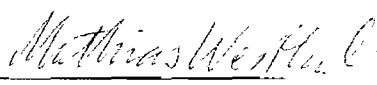

Henrik Sunnerud

The undersigned, Peter Andrekson, Mathias Westlund, Henrik Sunnerud and Mats Sköld, stated as inventors in respect of the Patents, hereby agree to be bound by and to always act in conformity with Section 2.2.

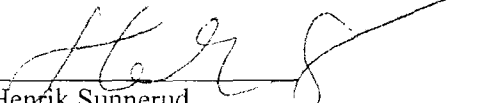
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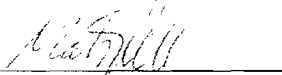

Peter Andrekson

Place: Göteborg
Date: Feb 5, 2009


Mathias Westlund

Place: Göteborg
Date: 2009-02-05


Henrik Sunnerud

Place: Göteborg
Date: 2009-02-05

Mats Sköld