

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/30/2004
CONVEYING PARTY DATA	
Name	Execution Date
Airfiber, Inc.	12/02/2004
RECEIVING PARTY DATA	
Name:	Douglas Wilson Companies
Street Address:	450 B Street
Internal Address:	Suite 1900
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11513876
CORRESPONDENCE DATA	
Fax Number:	(512)853-8801
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5128538800
Email:	cacker@intprop.com
Correspondent Name:	Meyertons,Hood,Kivlin,Kowert & Goetzel
Address Line 1:	700 Lavaca
Address Line 2:	Suite 800
Address Line 4:	Austin, TEXAS 78701
ATTORNEY DOCKET NUMBER:	5957-27802
NAME OF SUBMITTER:	Dean M. Munyon
Total Attachments: 3	

500953837

PATENT
REEL: 023188 FRAME: 0661

CH \$40.00 11513876

source=Airfiber to Douglas Wilson#page1.tif
source=Airfiber to Douglas Wilson#page2.tif
source=Airfiber to Douglas Wilson#page3.tif

Client Code: DWILS.000GEN

Page 1

ASSIGNMENT

WHEREAS, AIRFIBER, INC., a California corporation with its principal place of business at P.O. Box 502148, San Diego, CA 92150 (hereinafter "ASSIGNOR"), desires to assign its right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the United States issued Letters Patents and Applications for Letters Patents in the United States (hereinafter "the Patents and Patent Applications") listed on the attached Exhibit A. This ASSIGNMENT confirms the GENERAL ASSIGNMENT dated March 30, 2004 between ASSIGNOR and ASSIGNEE and is accordingly effective *nunc pro tunc* March 30, 2004,

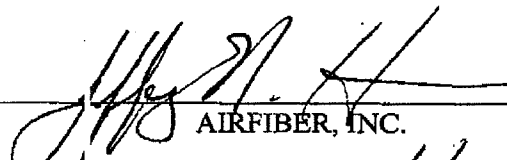
WHEREAS, DOUGLAS WILSON COMPANIES, having offices at 450 B Street, Suite 1900, San Diego, CA 92101 (hereinafter "ASSIGNEE") desires to confirm the purchase and hereby purchase the entire right, title, and interest in and to the inventions disclosed in the Patents and Patent Applications;

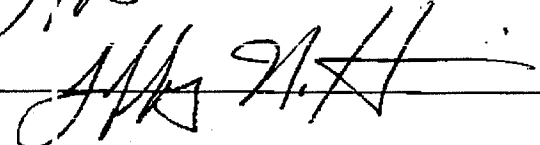
NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and Patent Applications and all Patents that may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements and all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR further acknowledges that it has sold all claims for damages and remedies to ASSIGNEE and does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to March 30, 2004, or may accrue thereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents and Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 2nd day of December 2004.



AIRFIBER, INC.
By: 

PATENT
REEL: 015460 FRAME: 0095
REEL: 023188 FRAME: 0663

Client Code: DWILS.000GEN

Page 2

Name Printed: JEFFREY N. HARRISTitle: VICE PRESIDENT OF OPERATIONS
SECRETARYDate: 12-2-04STATE OF MARYLAND
COUNTY OF PRINCE GEORGES ^{SS.}

On 12/2/04, before me, GISE L KELLY, personally appeared Jeffrey Harris personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in their authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Gisel Kelly
Notary Signature

My Commission EXPIRES
December 1, 2006

Client Code: DWILS.000GEN
Page 3EXHIBIT A

<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>TITLE</u>
6,104,513	8/15/2000	HIGH BANDWIDTH COMMUNICATION SYSTEM FOR LARGE BUILDINGS
6,323,980	11/27/2001	HYBRID PICOCELL COMMUNICATION SYSTEM
6,394,043	7/15/2003	SYSTEM AND METHOD FOR PROVIDING AN EYE SAFE LASER COMMUNICATION SYSTEM
6,504,634	1/7/2003	SYSTEM AND METHOD FOR IMPROVED POINTING ACCURACY
6,490,067	12/3/2002	MULTI-CHANNEL OPTICAL TRANSCEIVER

<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>TITLE</u>
09/859,563	5/16/2001	OPTICAL TRANSCEIVER DESIGN AND MECHANICAL FEATURES
09/949,221	9/7/2001	PRIVATE NETWORK LINK VERIFICATION PROCEDURE IN FREE SPACE OPTICAL COMMUNICATION NETWORK
09/941,319	8/28/2001	AUTOMATIC LASER POWER CONTROL IN AN OPTICAL COMMUNICATION SYSTEM
10/045,661	10/23/2001	ATTENUATION AND CALIBRATION SYSTEMS AND METHODS FOR USE WITH A LASER DETECTOR IN AN OPTICAL
09/935,387	8/22/2001	BOOT PROCEDURE FOR OPTICAL TRANSCEIVER NODES IN A FREE-SPACE OPTICAL COMMUNICATION NETWORK
09/955,520	9/12/2001	ESTABLISHMENT AND MAINTENANCE OF OPTICAL LINKS BETWEEN OPTICAL TRANSCEIVER NODES IN FREE-SPACE
10/023,320	12/14/2001	OPTICAL AMPLIFIERS IN A FREE SPACE LASER COMMUNICATION SYSTEM
09/876,185	6/5/2001	ALIGNMENT OF NARROW BEAM TRANSMISSION
10/227,463	8/23/2002	REDUNDANT PATH COMMUNICATION METHODS AND SYSTEMS

BADOCSRM\RMF-4591.DOC
120204