PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
Paul A. Flaherty	01/10/1997

RECEIVING PARTY DATA

Name:	Digital Equipment Corporation
Street Address:	111 Powdermill Road
City:	Maynard
State/Country:	MASSACHUSETTS
Postal Code:	01754

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5995253

CORRESPONDENCE DATA

Fax Number: (303)297-2266

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

(303) 298-9888 Phone:

Email: angela.g.troussel@hp.com Correspondent Name: Hewlett-Packard Company

Address Line 1: PO Box 272400, 3404 E. Harmony Road Address Line 2: Intellectual Property Administration Address Line 4: Fort Collins, COLORADO 80527

ATTORNEY DOCKET NUMBER: 200304618-1

NAME OF SUBMITTER: Angela Troussel

Total Attachments: 3

source=20C2503-Assignment#page1.tif source=20C2503-Assignment#page2.tif source=20C2503-Assignment#page3.tif

> **PATENT** REEL: 023708 FRAME: 0916

501054486

ASSIGNMENT

WHEREAS, I, PAUL A. FLAHERTY, have have made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled <u>VARIABLE OPTICAL TRANSCEIVER</u>, the specification of which was executed by me on the date indicated below;

WHEREAS, Digital Equipment Corporation, a corporation of the Commonwealth of Massachusetts, whose address is 111 Powdermill Road, Maynard, Massachusetts 01754, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservation;

- 1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
- 2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

PD25634 Flaherty

- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;
- 4. Warrant that I have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance;
- 5. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs, legal representatives or assigns which may be useful for establishing any facts of my conceptions, disclosures, and reduction to practice of said inventions or discoveries.

PD25634 Flaherty

IN WITNESS WHEREOF:
DATE I SIGNED INVENTOR'S DECLARATION: Jan. 10 Th 1997
Today's Jun 10th 1997 Vall & Call
PAUL A. FLAHERTY
State of CALIFORNIA,
County of Soute Clave,
on 10, 1997 before me,
on 10, 1997 before me, JAMES H. WASON WAZ PUShi, personally appeared,
PAUL A. FLAHERTY, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument and acknowledged
to me that he executed the same in his authorized capacity,
and that by his signature on the instrument the person, or
the entity upon behalf of which the person acted, executed
the instrument.
Witness my hand and official seal:
1 Man
Signature: four A. Mor My Commission Expires: Sy 10, 2000
My Commission Expires: Sp 10, 2000
Seal:
JAMES H. MASON Commission # 1104439
Notary Public — California Santa Clara County
My Comm. Expires Sep 10, 2000

RECORDED: 12/30/2009