

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Avanex U.K. Limited	02/17/2004
RECEIVING PARTY DATA	
Name:	Avanex Corporation
Street Address:	40919 Encyclopedia Circle
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10305158
Application Number:	09834492
CORRESPONDENCE DATA	
Fax Number:	(713)623-4846
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-623-4844
Email:	jcardenas@pattersonsheridan.com
Correspondent Name:	Patterson & Sheridan, L.L.P.
Address Line 1:	3040 Post Oak Blvd.
Address Line 2:	Suite 1500
Address Line 4:	Houston, TEXAS 77056-6582
NAME OF SUBMITTER:	Frederick D. Kim
<p>Total Attachments: 7 source=AVAN_0001_EASSGN7003192#page1.tif source=AVAN_0001_EASSGN7003192#page2.tif source=AVAN_0001_EASSGN7003192#page3.tif source=AVAN_0001_EASSGN7003192#page4.tif</p>	

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT ("*Assignment*") is made as of February 17, 2004 by and between Avanex UK Limited, a company incorporated in England with company registration number 3517183 ("*Assignor*"), and Avanex Corporation, a Delaware corporation ("*Assignee*").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Sale and Purchase Agreement dated as of February 2, 2004 (the "*Asset Transfer Agreement*"), pursuant to which Assignor and Assignee have agreed that Assignor will transfer the Transferred IP (as that term is defined in the Asset Transfer Agreement) to Assignee; and

WHEREAS, Assignor and Assignee desire to effect the transfer of the Transferred IP from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

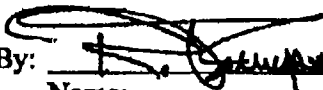
1. Definitions. All capitalized terms not defined in this Assignment shall have the meaning set forth in the Asset Transfer Agreement.
2. Assignment. Assignor hereby irrevocably assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Transferred IP as well as any goodwill associated therewith, and Assignee hereby accepts such assignment.
3. Consideration. As consideration for this Assignment, Assignee and Assignor have entered into the Asset Transfer Agreement.
4. Further Assurances. On and after the date of this Assignment, Assignor will, without charge and promptly upon reasonable request by Assignee, at Assignee's cost and expense (to the extent such costs and expenses shall be reasonable), as may be requested by Assignee solely in order to effect and perfect the assignments and transfers contained herein or to enable Assignee to obtain the full benefits of this Assignment and the transactions contemplated hereby, (i) deliver to Assignee records, data or other documents relating to the Transferred IP that are in Assignor's possession, (ii) execute and deliver assignments, licenses, consents, or further instruments of transfer, including without limitation the patent assignment in Exhibit A, and (iii) take other actions, render other assistance and execute other documents. If the Assignee is unable because of Assignor's incapacity or unavailability to secure Assignor's execution or assistance to execute any application for any United States or foreign patents or copyright registrations included in the Transferred IP, then Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers as

Assignor's agent and attorney in fact, to act for and on Assignor's behalf to execute any such applications and to do other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by Assignor, provided however that the appointment as Assignor's agent and attorney in fact is solely for this limited purpose.

5. Miscellaneous. This Assignment will inure to the benefit of and bind Assignee and Assignor and their successors, assigns, heirs and legal representatives. This Assignment will be governed by the laws of the State of California without giving effect to that jurisdiction's choice of law principles. The parties agree that (i) the courts of the State of California and United States federal courts sitting in the State of California will have exclusive jurisdiction over any disputes arising under this Assignment and (ii) they will submit to the jurisdiction of such courts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above.

AVANEX UK LIMITED

By:  _____
Name: _____
Title: _____

AVANEX CORPORATION

By: _____
Name: _____
Title: _____

Assignor's agent and attorney in fact, to act for and on Assignor's behalf to execute any such applications and to do other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by Assignor, provided however that the appointment as Assignor's agent and attorney in fact is solely for this limited purpose.

5. Miscellaneous. This Assignment will inure to the benefit of and bind Assignee and Assignor and their successors, assigns, heirs and legal representatives. This Assignment will be governed by the laws of the State of California without giving effect to that jurisdiction's choice of law principles. The parties agree that (i) the courts of the State of California and United States federal courts sitting in the State of California will have exclusive jurisdiction over any disputes arising under this Assignment and (ii) they will submit to the jurisdiction of such courts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first written above.

AVANEX UK LIMITED

By: _____
Name: _____
Title: _____

AVANEX CORPORATION


By:  _____
Name: _____
Title: _____

EXHIBIT A

SHORT-FORM PATENT ASSIGNMENT

Avanex UK Limited, a company incorporated in England with company registration number 3517183 ("Assignor"), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby sells, assigns, and transfers its entire right, title and interest in and to the patents and patent applications set forth in Schedule 1 attached hereto (the "Patents"), including without limitation, damages and payments (not already collected or presently owing pursuant to an existing license agreement) for past or future infringements thereof, and the right to bring suit and recover against any third party for acts of infringement occurring before the date of this Assignment, and including all divisions, continuations, continuations-in-part, reissues, reexaminations, extensions or equivalents thereof in all pending applications therefor, all foreign counterparts thereof and all pending applications therefor, and any period of market exclusivity relating thereto, in and to the Patents, to Avanex Corporation, a Delaware corporation ("Assignee"):

This short-form patent assignment is executed in accordance with, and is subject to the terms and conditions of that Intellectual Property Assignment dated as of _____, 2004 between Assignor and Assignee.

Date of Execution: _____

AVANEX UK LIMITED

By: [Signature]
Name: _____
Title: _____

AVANEX CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT A

SHORT-FORM PATENT ASSIGNMENT

Avanex UK Limited, a company incorporated in England with company registration number 3517183 ("*Assignor*"), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby sells, assigns, and transfers its entire right, title and interest in and to the patents and patent applications set forth in Schedule 1 attached hereto (the "*Patents*"), including without limitation, damages and payments (not already collected or presently owing pursuant to an existing license agreement) for past or future infringements thereof, and the right to bring suit and recover against any third party for acts of infringement occurring before the date of this Assignment, and including all divisions, continuations, continuations-in-part, reissues, reexaminations, extensions or equivalents thereof in all pending applications therefor, all foreign counterparts thereof and all pending applications therefor, and any period of market exclusivity relating thereto, in and to the Patents, to Avanex Corporation, a Delaware corporation ("*Assignee*");


This short-form patent assignment is executed in accordance with, and is subject to the terms and conditions of that Intellectual Property Assignment dated as of _____, 2004 between Assignor and Assignee.

Date of Execution: _____

AVANEX UK LIMITED

By: _____
Name: _____
Title: _____

AVANEX CORPORATION

By:  _____
Name: _____
Title: _____

Schedule 1

Patents

#	Assignor Ref. #	Title	Country or Region	Patent or Application No.	Filing Date
1	104749	Micro-opto electromechanical device	UK	0203343.9	February 13, 2002
2			USA	10/305,158	Nov. 27, 2002
3			EPO	03002888.0	February 10, 2003
4	104421	MOEM device and fabrication method	UK	0020427.1	August 18, 2000
5			PCT	PCT/GB01/03714	August 17, 2001
6	104766	An optical actuator	UK	0212110.1	May 25, 2002
7			PCT	PCT/GB03/02260	May 23, 2003
8	104631	Variable Optical Attenuator	UK	0219794.5	August 23, 2002
9			PCT	PCT/GB03/03611	August 19, 2003
10	104734	MEMS Switch	UK	0212109.3	May 25, 2002
11	104416	Optical Device	UK	GB2000000002117	Jan. 28, 2000
12			USA	US2002000182201	Sept. 26, 2002
13			EPO	EP2001000946948	Jan. 29, 2001
14	104417		UK	GB2000000015345	June 22, 2000
15	104747	A tunable optical receiver	UK	0208829.2	April 18, 2002
16		A wavelength monitor using an AWG	PCT	PCT/GB03/01547	April 11, 2003
17	104521	Micro electromechanical system and method for transmissively switching optical signals	NL	Issued Patent No. 1,015,131	May 8, 2000
18			USA	09/834,492	April 13, 2001
19	104440	An optical waveguide feed-through	UK	0118963.8	August 3, 2001
20			EPO	02255408.3	August 1, 2002
21			USA	10/208,828	August 1, 2002
22	104430	A variable optical attenuator	UK	0103124.4	February 8, 2001
23			PCT	PCT/GB02/00534	February 7, 2002
24			EPO	02711027.9	February 7, 2002
25			USA	10/467,377	February 7, 2002
26	104433	Thick sandwich wafer for MEMS fabrication	UK	0110932.1	May 4, 2001
27			PCT	PCT/GB02/02009	May 2, 2002
28	104439	Packaged Optoelectronic Device	UK	0116298.1	July 4, 2001
29			PCT	PCT/GB02/03066	July 3, 2002

#	Assignor Ref. #	Title	Country or Region	Patent or Application No.	Filing Date
30	104748	Methods for reducing PDL in thermo-optic waveguide devices	UK	GB0130313.0	December 19, 2001
31	104424	Dispersive Optical Device	PCT	WO2001GB0003925	August 31, 2001
32			EPO	EP2001000963203	August 31, 2001
33	104522	Micro-Elektromechanische Optische Schakelaar	NL	Issued Patent No. 1,016,732	November 29, 2000
34	104869	Integrated optical device with reduced waveguide birefringence	UK	GB0312893.1	June 5, 2003
35		Improved Fiber V-Groove Array		Unfiled disclosure	
36		Optical Mode Converter		Unfiled disclosure	

PATENT

RECORDED: 12/31/2009

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