

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Newport Corporation	07/04/2009
<b>RECEIVING PARTY DATA</b>	
Name:	New Focus, Inc.
Street Address:	3635 Peterson Way
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11761901
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(858)623-3224
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	OCL-0250-UT
NAME OF SUBMITTER:	William B. Anderson reg. no. 41,585
<b>Total Attachments: 6</b> source=Newport New Focus July 4 2009 Patent Assignment Newport Patents#page1.tif source=Newport New Focus July 4 2009 Patent Assignment Newport Patents#page2.tif source=Newport New Focus July 4 2009 Patent Assignment Newport Patents#page3.tif source=Newport New Focus July 4 2009 Patent Assignment Newport Patents#page4.tif	

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## PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made as of July 4, 2009 by and between Newport Corporation, a Nevada corporation, with principal offices at 1791 Deere Avenue, Irvine, California 92606 ("Newport") and New Focus, Inc., a Delaware corporation ("Assignee").

### RECITALS

WHEREAS, Newport and the Assignee are parties to that certain Newport Asset Purchase Agreement dated June 2, 2009 (the "Asset Purchase Agreement"), pursuant to which Newport agreed to sell and transfer to the Assignee (or at the Assignee's sole discretion to an affiliate entity of the Assignee) certain assets of Newport, including the patents and patent applications set forth on Schedule 1 hereto; and

WHEREAS, to effect the transfer of such patents and patent applications in accordance with the Asset Purchase Agreement, the parties desire to enter into this Patent Assignment.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- 1. Definitions.** All capitalized terms used as defined terms herein or in Schedule 1 hereto and not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement.
- 2. Assignment.** For good and valuable consideration, receipt of which is hereby acknowledged, Newport hereby sells, assigns, transfers, delivers, conveys and sets over to Assignee, all right, benefit, title, and interest in and to the patents and patent applications listed on Schedule 1 hereto (collectively, the "Patents"), and all future patents that may be granted therefrom throughout the world, and any and all reissue(s), reexamination(s), extension(s), renewal(s), substitution(s), conversion(s), confirmation(s), and the like of any of such Patents (collectively, the "Future Patents" and together with the Patents, the "Assigned Patents"), provided, however, that Newport does not transfer or assign the following, and none of the following shall be part of the Assigned Patents: (a) any Claims against other Persons to the extent related to the Assigned Patents and relating to periods prior to the Closing; and (b) all rights of indemnity, rights of contribution, rights of refunds, rights of reimbursement and other rights of recovery to the extent related to the Assigned Patents and relating to periods prior to the Closing.
- 3. Further Assurances.**

  - 3.1 Newport hereby covenants and agrees, and binds any and all successors and assigns, at Assignee's sole expense, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be reasonably requested by Assignee for the purpose of implementing this Assignment.
  - 3.2 Newport hereby authorizes and empowers Assignee to invoke and claim

for any application or patent included within the Assigned Patents the benefit of any rights to which Newport might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Newport.

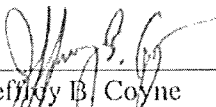
3.3 Newport hereby authorizes the Assignee to request that the United States Patent and Trademark Office and other patent offices throughout the world issue all Future Patents, insofar as Newport's interest is concerned, to Assignee.

**4. Conflicting Provisions.** In the event that any provision of this Assignment is construed to conflict with a provision of the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed controlling.

[Signature page follows]

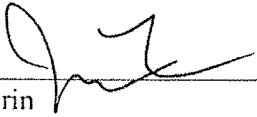
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

Newport Corporation

By:   
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Jeffrey B. Coyne  
Senior Vice President and General Counsel

[TUCSON BUSINESS – PATENT ASSIGNMENT]

**New Focus, Inc.**

By:   
Name: Jerry Turin  
Title: President

[TUCSON BUSINESS -- PATENT ASSIGNMENT]

## SCHEDULE 1

### Assigned Patents and Patent Applications

Patent No.	Jurisdiction	Issuance Date	Title
5,107,091	US	21-Apr-92	Laser Diode Array Mounting Module
5,438,580	US	1-Aug-95	Laser Package and Method of Assembly
5,550,852	US	27-Aug-96	Laser Package with Reversed Laser Diode
5,696,784	US	9-Dec-97	Reduced Mode Laser and Method of Fabrication
5,745,519	US	28-Apr-98	Laser Diode System
5,801,403	US	1-Sep-98	Low Divergence Laser Diode
5,898,721	US	27-Apr-99	InGaAsP/AlGaAs/GaAs Heterostructure Diode Laser Containing Indium
6,028,878	US	22-Feb-00	Laser Diode Array with Built-in Current and Voltage Surge Protection
6,091,752	US	18-Jul-00	Quantum Well Laser with a Composition-Graded Interface at the Quantum Well
6,268,653	US	31-Jul-01	Semiconductor Laser Diode Multi-chip Module
6,351,481	US	26-Feb-02	Diode Laser with Screening Window and Method of Fabrication
6,493,148	US	10-Dec-02	Increasing Laser Beam Power Density
6,516,011	US	4-Feb-03	Focusing Multiple Laser Beams
6,600,605	US	29-Jul-03	Diode Beam Transformation
6,768,753	US	27-Jul-04	Reliable Laser Diode Stack
6,799,899	US	16-Sep-04	Improved Fiber Bundle Alignment
6,885,793	US	26-Apr-05	Cleaving Laser Diodes Having Gratings
6,936,103	US	30-Aug-05	Low Indium Content Quantum Well Structures
7,058,101	US	6-Jun-06	Stepped Manifold Array of Microchannel Heat Sinks

Patent No.	Jurisdiction	Issuance Date	Title
6,298,077	US	2-Oct-01	GaInAsP/AlGaInP Laser Diodes with AlGaAs type II Carrier Blocking Layer in the Waveguide
6,298,078	US	2-Oct-01	Laser Diodes with Composite Material Systems which Decouple Refractive Index and Band Gap Profiles
6,370,291	US	9-Apr-02	Printed Circuit Board Waveguide
6,455,341	US	24-Sep-02	Increasing the Yield of Precise Wavelength Lasers

Application No.	Jurisdiction	Filing Date	Title
12/337,275	US	17-Dec-08	Laser Emitter Modules and Methods of Assembly
PCT/US08/87198	PCT	17-Dec-08	Laser Emitter Modules and Methods of Assembly
11/761,901	US	5-Oct-06	Methods for Stacked Laser Emitter Arrays
11/973,207	US	6-Oct-07	Apparatus and Method of Coupling a Fiber Optic Device to a Laser
11/747,172	US	10-May-07	Multiple Emitter Coupling Device and Methods with Beam Transform Systems
11/762,027	US	12-Jun-07	Active Gas Cooled Solid State Emitter Devices and Methods
11/482,367	US	7-Jul-06	Laser Device Including Heat Sink with a Tailored Coefficient of Thermal Expansion
11/482,267	US	7-Jul-06	Laser Device Including Heat Sink With Insert to Provide a Tailored Coefficient of Thermal Expansion
11/759,885	US	7-Jun-07	Coupling Devices and Methods for Laser Emitters
11/429,294	US	18-May-05	Diode Laser Component with an Integrated Cooling Element
11/747,184	US	10-May-07	Methods of Coupling of Multiple Emitters into Large Core Fibers