

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Furukawa Electric North America, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: OF5 Fitel, LLC

Internal Address: _____

Street Address: 2000 Northeast Parkway

City: Norcross

State: Georgia

Country: United States of America Zip: 30071

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/22/2008

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Serial Number 11/169,998

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Wendy W. Koba, Esq.

Internal Address: _____

Street Address: PO Box 556

City: Springtown

State: PA Zip: 18081

Phone Number: 610-346-7112

Fax Number: 610-346-8189

Email Address: wendykoba@usa.net

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-2074

Authorized User Name Fitel USA Corp.

9. Signature:

Wendy W. Koba

Signature

March 31, 2010

Date

Wendy W. Koba

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 502074 11169998

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "IP Assignment") is effective as of December 29, 2008 (the "Effective Date") by Furukawa Electric North America, Inc., a Delaware corporation ("Assignor").

RECITALS:

WHEREAS, Assignor and OFS Fitel, LLC, a Delaware limited liability company ("Assignee"), are parties to an Asset Contribution and Assumption of Liabilities Agreement as of the even date herewith (the "Asset Contribution Agreement"), pursuant to which Assignor sells, transfers, sets over, conveys, delivers and contributes in kind to Assignee as additional paid in capital all of Assignor's right, title and interest in and to the IP Division, as such term defined therein, for good and valuable consideration;

WHEREAS, the IP Division includes the patents and patent applications owned by Assignor as set forth in Exhibit A, and the inventions described and claimed therein ("Patents"), and other valuable trade secret information ("IP");

WHEREAS, Assignee is desirous of acquiring all rights, title and interest owned by Assignor in the Patents and IP;

NOW, THEREFORE, for good and valuable consideration that Assignor receives from Assignee under the Asset Contribution Agreement, the receipt and sufficiency of which consideration Assignor hereby acknowledges:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignors' entire right, title, and interest worldwide in and to the IP and Patents, including without limitation the entire right, title, and interest in and to the inventions described in the applications for such Patents in any form or embodiment thereof; patent applications filed in any country based thereon; patent applications filed under the provisions of any applicable international treaty; any and all patents or reissues or extensions thereof to be obtained in any country upon said inventions and any divisional, continuation, continuation-in-part or substitute applications which have been filed or may be filed upon said invention or inventions in any country and including the right to sue and maintain current suits for and receive all damages from past infringements and other misuse arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. Assignor further agrees to execute all documents and does all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Patents, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in the Patents, all at the expense of Assignee or its successors in interest.

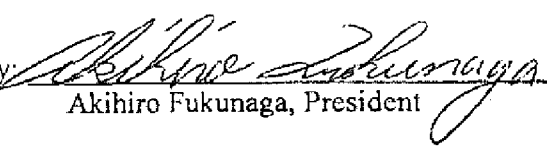
3. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's names and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the Patents and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Patents, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Patents which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

4. This Assignment shall be governed by the law of Delaware without regard to any conflicts of laws.

IN WITNESS WHEREOF, Assignor has executed this Assignment as follows:

ASSIGNOR:

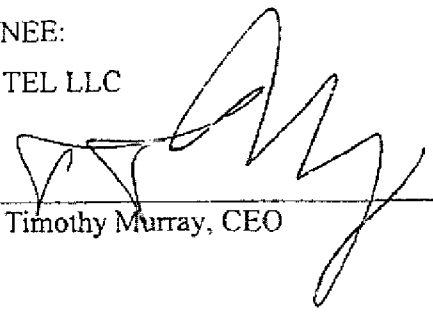
FURUKAWA ELECTRIC NORTH AMERICA, INC.

By: 
Akihiro Fukunaga, President

Date: 12/22/2008

ASSIGNEE:

OFS FITEL LLC

By: 
Timothy Murray, CEO

Date: 12/22/2008

EXHIBIT A

PATENTS

Patent Applications

PATENT APPLICATIONS ASSIGNED TO FENA

AS C 008/11/10
127 APPLICATIONS PENDING

Matter Number	Application Number	Filing Date	Invention Title
Chang 6-17-28/	10/820068	15-Jul-2003	Method and Apparatus For Fabricating Optical Fiber Using Deuterium Exposure
Baynham 1-10-4/	10/860,205	29-Jun-2004	Method of Improving Deposition of MCVD Glass
Bertz 1-12-17-5/	10/947,464	22-Sep-2004	System and Method For Manufacturing Color-Coated Optical Fiber
Baumgart 4-5-37/	11/063,107	22-Feb-2005	Multimode Optical Fiber and Method For Manufacturing Same
Fletcher 4/	11/088,076	22-Mar-2005	Optical Fiber Preform With Overclad Tubes
Kalish 18-6-7-3/D1	11/091,106	28-Mar-2005	Raman Fiber Amplifier Communication Systems
Ramachandran 11-4/	11/105,850	14-Apr-2005	Optical Fiber Systems For Delivering Short High Power Pulses
Mermeister 2-9/	11/169,998	28-Jun-2005	Suppression of Stimulated Brillouin Scattering in a Fiber Amplifier
Gibson 1-6-8/	11/170,257	20-Jun-2005	Optical Fiber and Hybrid Process for Fabricating Same
Desantolo 1-23/	60/750,966	16-Dec-2005	Aerosol Delivery for Improved Preform Fabrication
Windeler 22-10/	60/750,967	16-Dec-2005	Gain-Producing, Large-Mode-Area, Multimode, Hybrid Optical Fibers and Devices Using Same
Barish 4-4-8/	11/311,817	19-Dec-2005	Multiple Pass Axial Deposition Method for Fabrication of Optical Fibers with Complex Index Profile
Fini 2/	11/319,121	27-Dec-2005	Optical Fiber with Specialized Index Profile to Compensate for Bend-Induced Distortions
Nicholson 10/	11/362,973	27-Feb-2006	Method and apparatus for spectral broadening of a narrow linewidth laser
Ramachandran 12/	11/367,495	04-Mar-2006	Optical Fibers and Optical Fiber Devices with Total Dispersion Greater than Material Dispersion
Atkins 24-46-9-35/C1	11/444,754	31-Mar-2006	Optical Fiber Manufacture

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2008/11/10

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Fax

Company: Assignment Recordation Services

From: Wendy W. Koba

Attention:

Pages including cover sheet: 7

Fax No.: 571-273-0140

Dates: March 31, 2010

Re: Serial No. 11/169,998

Urgent Please review Please Comment Please Reply For your information

Attached please find *Recordation Form Cover Sheet, Intellectual Property Assignment*

Respectfully submitted,


Wendy W. Koba, Esq.