

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Xros, Inc.	03/19/2010
RECEIVING PARTY DATA	
Name:	Ciena Luxembourg S.a.r.l.
Street Address:	560A, rue de Neudorf, L-2220
City:	Luxembourg, Grand-Duchy of Luxembourg
State/Country:	LUXEMBOURG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6229139
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	043607-0002
NAME OF SUBMITTER:	Anna T Kwan
Total Attachments: 4 source=Patent Assignment from Xros to Ciena#page1.tif source=Patent Assignment from Xros to Ciena#page2.tif source=Patent Assignment from Xros to Ciena#page3.tif source=Patent Assignment from Xros to Ciena#page4.tif	

OP \$40.00 6229139

ASSIGNMENT OF PATENT RIGHTS

THIS PATENT ASSIGNMENT (this "Patent Assignment") is made and entered into as of March 19, 2010 ("Effective Date") by and between Xros, Inc., a corporation incorporated under the laws of the State of Delaware ("**Assignor**"), and Ciena Luxembourg S.a.r.l., a Société à responsabilité limitée organized under the laws of the Grand Duchy of Luxembourg ("**Assignee**").

WHEREAS, pursuant to that certain Amended and Restated Asset Sale Agreement dated November 24, 2009, as amended from time to time, by and between Nortel Networks Corporation, a corporation incorporated under the laws of Canada ("**NNC**"), Nortel Networks Limited, a corporation incorporated under the laws of Canada ("**NNL**"), Nortel Networks Inc., a corporation incorporated under the laws of Delaware ("**NNI**" and, together with NNC and NNL, the "**Main Sellers**"), Assignor and the affiliates of the Main Sellers listed in Exhibit A of the Amended and Restated Asset Sale Agreement (the "**Other Sellers**" and, together with the Main Sellers, the "**Sellers**") and Ciena Corporation, a corporation incorporated under the laws of the State of Delaware ("**Ciena**") and certain of its affiliates (the "**Asset Sale Agreement**"), the Sellers agreed to assign to Assignee their entire right, title and interest in and to the patents and patent applications identified in Section 1.1(k) of the Sellers Disclosure Schedule thereof, including United States patent 6,229,139 (the "**Assigned Patent**");

WHEREAS, pursuant to the Asset Sale Agreement, Ciena designated Assignee as a Designated Purchaser (as defined therein) with respect to, among other things, the Assigned Patent, permitting Assignee to purchase, be assigned and assume the Sellers' respective right, title and interest to Assigned Patent; and

WHEREAS, Assignor owns all right, title, and interest in and to the Assigned Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Assigned Patent for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions which may be filed by Assignee or its successors or assigns, or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Patent Assignment and sale had not been made, together with the right to sue and collect for past and future infringement or other unauthorized use thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world and the physical patent prosecution file(s) in Assignor's possession or under Assignor's control of any of the foregoing.

Assignor authorizes and requests the appropriate government authority to record Assignee as owner of the Assigned Patent, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof which may be filed by Assignee or its successors or assigns, and to issue any and all letters patent of the United States and other countries thereon to Assignee, as assignee of the entire right, title and interest in, to and under the

same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall take all actions and execute and deliver such other documents that Assignee may reasonably request at Assignee's cost, to effect the terms of this Patent Assignment and to perfect Assignee's title in and to the Assigned Patent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

XROS, INC
By: [Signature]
Name: Lynn C. Egan
Title: Secretary
Date: March 17, 2010
At: Nashville, Tennessee USA

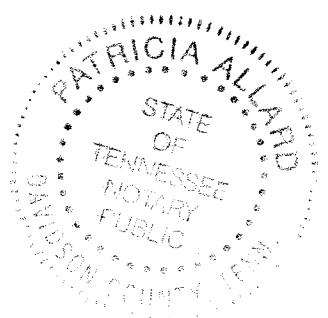
Witnessed:

By: [Signature]
Name: Evelyn Doxey
Title: Senior Employment Counsel

State of Tennessee
County of Davidson
City of Nashville

On this 17th day of March 2010, before me personally appeared Lynn C. Egan, known to me or satisfactorily identified to me, who being duly sworn, did depose and say that the foregoing Patent Assignment was made for the purposes and considerations so stated, and that she was authorized to act on behalf of XROS, INC. in entering into such Patent Assignment.


[Signature]
Notary Public:
My commission expires: 3/4/13



[Signature page to XROS Patent Assignment]

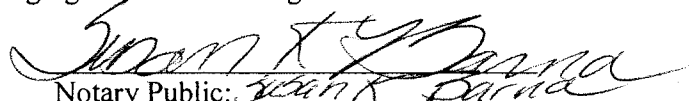
ACKNOWLEDGED BY:

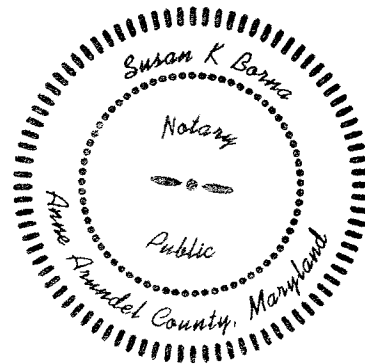
CIENA LUXEMBOURG S.A.R.L.

By: 
Name: David M. Rothenstein
Title: Type A Member

State of Maryland)
City of: Linthicum) ss.

On this 18th day of March 2010, before me personally appeared David M. Rothenstein, known to me, who being duly sworn, did depose and say that the foregoing Patent Assignment was made for the purposes and considerations so stated, and that they were authorized to act on behalf of Ciena Luxembourg S.a.r.l. in acknowledging such Patent Assignment.


Notary Public: Susan K. Barma
My commission expires: 9/23/2012



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