

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

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 _____

2. Name and address of receiving party(ies)

Name: OFS 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

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 11/417,093 filed May 3, 2006

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

April 22, 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 11417093

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.

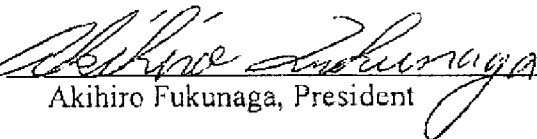
4. This Assignment shall be governed by the law of Delaware without regard to any conflicts of laws.

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

ASSIGNOR:

FURUKAWA ELECTRIC NORTH AMERICA, INC.

By:


Akihiro Fukunaga, President

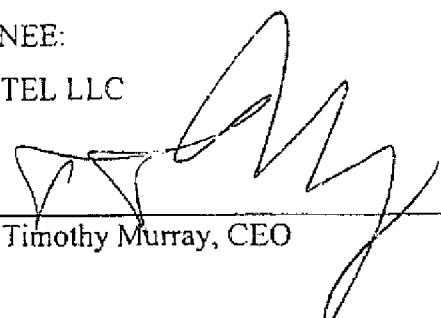
Date:

12/22/2008

ASSIGNEE:

OFS FITEL LLC

By:


Timothy Murray, CEO

Date:

12/22/2008

EXHIBIT A

PATENTS

Patent Applications

PATENT
REEL: 024273 FRAME: 0148

PATENT APPLICATION, ASSIGNED TO FENA

ASC 008/11/10

127 APPLICATIONS PENDING

Matter Number	Application Number	Filing Date	Invention Title
Ramachandran 24/	11/397,054	04-Apr-2006	Fiber-Optic Sensor Or Modulator Using Tuning of Long Period Gratings With Self Assembled Layers (JOINTLY OWNED WITH VIRGINA TECH)
DiGiovanni 70-21/C	11/403,354	13-Apr-2006	Manufacture of Optical Fibers Using Enhanced Doping
Nicholson 9-24/	11/417,093	03-May-2006	Stabilized Optical Fiber Continuum Frequency Combs Using Post-Processed Highly Nonlinear Fibers
DiGiovanni 74-4-11/	11/497,223	01-Aug-2006	Optical Fiber and Device Having an Elevated Threshold For Self-Focusing
Fletcher 5-3-1/	11/582,168	17-Oct-2006	Cylinder Sleeve For Processing Core Rods
Ramachandran 25/	60/863,082	26-Oct-2006	Production of Optical Pulses at a Desired Wavelength Using Soliton Self-Frequency Shift in Higher-Order-Mode Fiber (JOINTLY OWNED WITH CORNELL)
Nicholson 11/	11/589,012	27-Oct-2006	Optical Fiber Having Carbon Nanotubes and Method for Affixing the Nanotubes Thereto
Nicholson 12/	60/859,319	16-Nov-2006	Passively Modelocked Figure Eight Fiber Laser
Atkins 22-20 DIV/	11/607,385	01-Dec-2006	Soot Layer Formation for Solution Doping of Glass Preforms
Desantolo 1-23/A	11/634,002	05-Dec-2006	Aerosol Delivery for improved Preform Fabrication
Gocanegra 10-11-25/	11/642,341	20-Dec-2006	Method for Installing an Optical Fiber Cable
Ramachandran 15/	11/643,520	21-Dec-2006	Polarization Insensitive Microband Fiber Gratings and Devices Using the Same
Blse 3-48-48/	11/644,621	22-Dec-2006	Optical Fiber Preform With Improved Air/Glass Interface Structure
DiGiovanni 78-8/	11/698,541	26-Jan-2007	Higher brightness pumping of fiber amplifiers
Fleming 49-11-17-19-30-7-/	11/672,836	08-Feb-2007	Methods for Modifying Ovality of Optical Fiber Preforms
DiGiovanni 77-1-4-7/	11/705,229	12-Feb-2007	Optical Fiber Configuration for Dissipating Stray Light

ofs Confidential

2008/11/10

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WENDY W. KOBA, ESQ.

Fax

Company: Assignment Recordation Services

From: Wendy W. Koba

Attention:

Pages including cover sheet: 7

Fax No.: 571-273-0140

Dates: April 22, 2010

Re: Serial No. 11/417,093

☒ 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

Wendy W. Koba, Esq.