

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: 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

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)

12/150,692

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

October 6, 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 12150692

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.

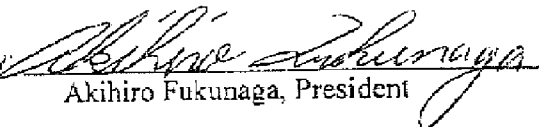
3. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's names and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all 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:

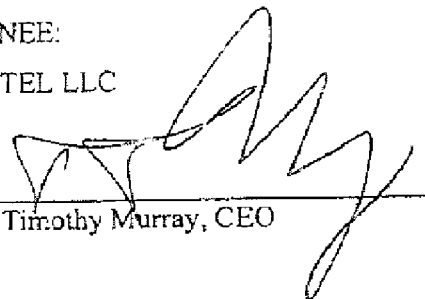
FURUKAWA ELECTRIC NORTH AMERICA, INC.

By: 
Akihiro Fukunaga, President

Date: 12/22/2008

ASSIGNEE:

OFS FITEL LLC

By: 
Timothy Murray, CEO

Date: 12/22/2008

Patent Applications

PATENT APPLICATIONS PENDING
AS C 008/11/10

PATENT APPLICATIONS PENDING

Matter Number	Application Number	Filing Date	Invention Title
Ramachandran 20/1	12/043,345	06-Mar-2008	Achieving Gaussian Outputs from Large Mode Area Higher Order Mode Fibers
Sumetsky 11/		02-Apr-2008	Asymmetrically Perturbed Optical Fibers For Mode Transformers
Ramachandran 33/	61/043,825	10-Apr-2008	Generation and Uses of Bessel Beams in Optical Fibers
Nicholson 19-30/	12/105,652	18-Apr-2008	Apparatus For Side Fire Fiber Lasers
Barish 5-8-9-9/1		23-Apr-2008	Zero water peak, single mode fibers with improved bending performance
Nicholson 17-19/	12/150,692	30-Apr-2008	All Fiber Module for Femtosecond Pulse Compression and Supercontinuum Generation
Sumetsky 12/	61/049,878	02-May-2008	Larger Size Probe for Near-Field Microscopy
Sumetsky 7/1	12/154,353	22-May-2008	Optimization of Optical Ring Resonator Devices For Sensing Applications
Borel 1-91-11-6/	61/056,461	28-May-2008	Low Bend Loss Fiber With Improved Fabrication and Tight-Bend Performance
Konstadinidis 9-4-14-31/	61/056,468	28-May-2008	In-Home Wiring Flame Retardant Drop Cable With Stiff Tight Buffer
Hendrickson 11-11/	12/156,297	30-May-2008	Fiber Distribution Box
Peckham 10/		30-May-2008	Negative Dispersion Fiber and Optical Transmission System Including The Same
Ramachandran 34-10-29/1		09-Jun-2008	Multiple Mode Conversion and Beam Shaping with Superimposed Long-Period Gratings
Kristensen 4-16-26-17/1		20-Jun-2008	Method for Measuring Modal Content of Few Moded Fibers
Ramachandran 35/		20-Jun-2008	
Hendrickson 8-1-9/1	12/144,259	23-Jun-2008	Connector Cover For Pulling And Water Resistance

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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: 6

Fax No.: 571-273-0140

Dates: October 6, 2010

Re: Serial No. 12/150,692

Urgent Please review Please Comment Please Reply For your information

Attached please find *Recordation Form Cover Sheet* and *Assignment and Agreement*.

Respectfully submitted,

/Wendy W. Koba/

Wendy W. Koba, Esq.