

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Fiber SenSys, LLC	09/10/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Optex Research, Inc.
Street Address:	5-8-12, Ogoto Otsu
Internal Address:	c/o Optex Co., Ltd.
City:	Shiga
State/Country:	JAPAN
Postal Code:	520-0101
<b>PROPERTY NUMBERS Total: 4</b>	
Property Type	Number
Patent Number:	7514670
Patent Number:	7532781
Application Number:	11902608
Patent Number:	5144689
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(503)296-2172
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-844-9009
Email:	tracie@ganzlaw.com
Correspondent Name:	Bradley M. Ganz
Address Line 1:	P.O. Box 2200
Address Line 2:	GANZ LAW, P.C.
Address Line 4:	Hillsboro, OREGON 97123
ATTORNEY DOCKET NUMBER:	FIB-1.001
NAME OF SUBMITTER:	Tracie Brooks Semenchalam

OP \$160.00 7514670

**501324706**

**PATENT**  
**REEL: 025161 FRAME: 0202**

Total Attachments: 5

source=PatentAssignmentAgreement#page1.tif

source=PatentAssignmentAgreement#page2.tif

source=PatentAssignmentAgreement#page3.tif

source=PatentAssignmentAgreement#page4.tif

source=PatentAssignmentAgreement#page5.tif

## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Assignment"), dated as of September 16, 2010, is made by and between Fiber SenSys, LLC, a Delaware limited liability company ("Assignor"), having an address at Gores Patriot F-S Holdings, LLC, c/o The Gores Group, LLC, 10877 Wilshire Boulevard, 18th Floor, Los Angeles, California 90024, and Optex Research, Inc., an Oregon corporation ("Assignee"), having an address at c/o Optex Co., Ltd., 5-8-12, Ogoto Otsu, Shiga, 520-0101, Japan.

### W I T N E S S E T H:

WHEREAS, Assignor owns all right, title and interest in and to the patents listed on the attached Schedule A, and all registrations and applications pertaining thereto (collectively, the "Patents"); and

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of selling all of Assignor's right, title and interest in and to the Patents, and confirming the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor did and hereby does assign, sell, transfer and convey, free and clear of any liens, to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Patents throughout the world, including, without limitation, all patent applications and registrations therefor, as well as the right to sue and to collect all damages and payments for claims of past, present and future infringement or misappropriation thereof and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patents.

2. Assignor hereby constitutes and appoints Assignee and its successors and assigns the true and lawful attorney and attorneys of Assignor, with full power of substitution, for Assignor and in its name and stead, or otherwise, by or on behalf and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth above, and from time to time to institute and prosecute in Assignor's name, Assignee's name or otherwise, at the direction and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Patents and to defend and compromise any and all actions, suits and proceedings in respect of any of said Patents and to do any and all such acts and things in relation thereto as Assignee. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Upon the request of Assignee or in case for any reason the power of attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, Assignor agrees for itself and its successors, representatives and assigns, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment and the purposes set forth herein.

4. This Assignment is intended only to effectuate the recordation of the transfer of the Patents, pursuant to that certain Asset Purchase Agreement, dated as of August 6, 2010 (the "Asset Purchase Agreement"), by and among Assignor, Assignee and Gores Patriot F-S Holdings, LLC, a Delaware limited liability company and the sole member of Assignor, and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. In the event that any of the terms of this Assignment conflict in any way with the provisions of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

5. This Assignment, and any disputes arising in connection herewith, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without regard to its conflicts of laws principles. The parties agree to submit to the jurisdiction and venue of the federal and state courts of the State of New York sitting in the County of New York.

6. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

**ASSIGNOR:**

**FIBER SENSYS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF                    }  
                                  } ss:  
COUNTY OF                }

Before me, the undersigned, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, having been sworn by me according to law did depose and say he was the \_\_\_\_\_ of Fiber SenSys, LLC ("Assignor") and did acknowledge the execution of the foregoing Patent Assignment Agreement on behalf of said Assignor.

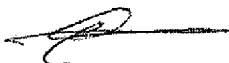
WITNESS my hand and notarial seal this \_\_\_\_\_, 2010.

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)

**ASSIGNEE:**

**OPTEX RESEARCH, INC.**

By:   
Name: Koji Kado  
Title: President

**Schedule A**

**U.S. Patents**

<b>Title</b>	<b>Serial No./ Patent No.</b>	<b>Filed</b>	<b>Status</b>
Multimode Fiber Sensor System with Sensor Fiber Coupled to a Detection Fiber by Spacer Means	5,144,689	July 30, 1991	Issued
Fiber-Optic Mat Sensor	7,532,781	July 19, 2007	Issued
Distributed Fiber Optic Sensor With Location Capability	7,514,670	August 29, 2005	Issued
Method and Apparatus for Reducing Noise in a Fiber-Optic Sensor	11/902,608	September 24, 2007	Pending
Backscatter Polarization Sensor with Insensitive Lead and Location Capability	61/249,888	October 8, 2009	Pending
Point-Locating Sensor Using Bidirectional Phase Shift	11/976,268	October 23, 2007	Pending
Polarization-Based Sensor for Secure Fiber Optic Network and Other Security Applications	11/366,817	March 3, 2006	Abandoned
Security System Based on Fiber-Optic Sensor for Telecommunications Equipment	61/029,289	February 15, 2008	Abandoned

**Australian Patents**

<b>Title</b>	<b>Serial No.</b>	<b>Filed</b>	<b>Status</b>
Method and Apparatus for Reducing Noise in a Fiber-Optic Sensor	2008221513	September 17, 2008	Pending