

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Metro Packet Systems Inc.	08/01/2008

RECEIVING PARTY DATA

Name:	Adva Optical Networking Ltd.
Street Address:	ADVAntage House
Internal Address:	Tribune Way
City:	York
State/Country:	UNITED KINGDOM
Postal Code:	Y030 4RY

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	5838687
Patent Number:	5960002
Patent Number:	5982780
Patent Number:	5946315
Patent Number:	6108338
Patent Number:	6510141
Patent Number:	5982747
Patent Number:	6320863
Patent Number:	7254142
Patent Number:	6731652
Patent Number:	7174389
Patent Number:	7391771
Patent Number:	7283524

CORRESPONDENCE DATA

501374192

PATENT
REEL: 025481 FRAME: 0274

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NAME OF SUBMITTER:

Mark A. Boys

Total Attachments: 3

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PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement (the "**Agreement**"), dated as of 1 August 2008, is entered into by and between ADVA Optical Networking Ltd., a UK corporation ("**ADVA Ltd.**"), and Metro Packet Systems Inc., a Delaware corporation ("**MPS Inc.**" and, together with "**ADVA Ltd.**", the "**Parties**").

- (A) WHEREAS, the parent and sole shareholder of the Parties, ADVA AG Optical Networking, a stock corporation ("Aktiengesellschaft") existing under the laws of the Federal Republic of Germany, has determined that in order to streamline the business and for certain tax benefits, the Parties and their respective subsidiaries wish to effectuate a corporate reorganization of ADVA Optical Networking NA, Inc. (Georgia/USA) and MPS Inc.;
- (B) WHEREAS, MPS Inc. owns the patents and patent applications as listed in detail in Annex A (the "**Patent Portfolio**");
- (C) WHEREAS, as part of the reorganization, MPS Inc. will sell and transfer its complete Patent Portfolio as set forth in Annex A to ADVA Ltd.;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1 Sale and Assignment

MPS Inc. hereby sells and assigns to ADVA Ltd. all of MPS Inc.'s right, title and interest in the Patent Portfolio.

Each Party hereby agrees to execute such documents and to take such other actions as shall be necessary or appropriate to effectuate the assignments set forth in this Section 1.

ADVA Ltd. and MPS Inc. will cooperate in the filing and execution of any and all documents necessary to effectuate the assignment to ADVA Ltd. of the Patent Portfolio, including the filing of assignments or other transfer of title covenants with the U.S. Patent and Trademark Office and foreign patent offices as applicable to the Patent Portfolio. The cost of recording assignments of the Patent Portfolio will be borne by ADVA Ltd.

2 Consideration

As consideration for the assignments provided for in this Agreement, ADVA Ltd. shall pay MPS Inc. a non-contingent, non-refundable cash payment in the amount of USD ~~4,000,000~~ (equivalent to EUR ~~3,000,000~~ on August 1, 2008) on the effective date.

3 Indemnity and warranty

ADVA Ltd. will indemnify, save, defend and hold MPS Inc. and its agents, directors and employees harmless from and against any and all suits, claims, actions, demands, liabilities, expenses and/or loss, including reasonable legal expense and attorneys' fees, resulting from activities under this agreement by ADVA Ltd.

MPS Inc. will indemnify, save, defend and hold ADVA Ltd. and its agents, directors and employees harmless from and against any and all suits, claims, actions, demands, liabilities, expenses and/or loss, including reasonable legal expense and attorneys' fees, resulting from MPS Inc.'s contractual obligations to third parties, except to the extent resulting from ADVA Ltd.'s activities under this Agreement; or MPS Inc.'s exercise of the rights in the Patent Portfolio prior to the effective date.

MPS Inc. warrants that it has sufficient right and title to enter into and to perform its obligations under this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES DISCLAIM ALL WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF VALIDITY, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first written above.

ADVA OPTICAL NETWORKING LTD.

By 

Name: Maurice Baarslag

Title: Director

METRO PACKET SYSTEMS INC.

By 

Name: Florian Krumbacher

Title: Director

Annex A

to PATENT PURCHASE AGREEMENT between ADVA Ltd. and MPS Inc. dated August ,1 2008

Patents owned by MPS Inc.

Patent No	grant date
5,838,687,	November 17, 1998,
5,960,002,	September 28, 1999,
5,982,780,	November 9, 1999,
5,946,315,	August 31, 1999,
6,108,338,	August 22, 2000,
6,510,141,	January 21, 2003,
5,982,747,	November 09, 1999,
6,320,863,	November 20, 2001,
7,254,142,	August 7, 2007,
6,731,652,	May 4, 2004,
7,174,389,	February 6, 2007,
7,391,771,	June 24, 2008,
7,283,524,	October 16, 2007