

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATION OF PRIOR ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
General Instrument Corporation	01/25/1999
RECEIVING PARTY DATA	
Name:	General Instrument Equity Corporation
Street Address:	1105 North Market St., Suite 1300
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Name:	Ciena Corporation
Street Address:	920 Elkridge Landing Road
City:	Linthicum
State/Country:	MARYLAND
Postal Code:	21090
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6094284
Patent Number:	5825520
CORRESPONDENCE DATA	
Fax Number:	(720)888-5619
Email:	kathleen.mcinnish@level3.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Jonathan C. Siekmann
Address Line 1:	1025 Eldorado Blvd.
Address Line 4:	Broomfield, COLORADO 80021
ATTORNEY DOCKET NUMBER:	DOC44

OP \$80.00 6094284

NAME OF SUBMITTER:

Jonathan C. Siekmann

Total Attachments: 8

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Schedule A

3. Nature of conveyance:

Confirmation of prior assignment of Assignor's one-half interest in the patents listed on Schedule B to Ciena Corporation and assignment of Assignor's remaining one-half interest in the patents listed on the attached Schedule B to General Instrument Equity Corporation.

Schedule B

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ASSIGNMENT

WHEREAS, Ciena Corporation is a Delaware corporation having its principal place of business at 920 Elkridge Landing Road, Linthicum, Maryland 21090;

WHEREAS, General Instrument Corporation (GIC-1) was incorporated as a Delaware corporation on June 12, 1967;

WHEREAS, FLGI Acquisition Corporation, a Delaware corporation incorporated on June 19, 1990, merged with and into General Instrument Corporation (GIC-1) on August 22, 1990, with General Instrument Corporation (GIC-1) being the surviving corporation;

WHEREAS, General Instrument Corporation (GIC-1) by name change on March 26, 1992 became known as GI Corporation;

WHEREAS, GI Corporation by name change on July 22, 1993 became known as General Instrument Corporation of Delaware;

WHEREAS, General Instrument Corporation of Delaware assigned an undivided 50% right, title and interest to Ciena Corporation in the letters patent (hereinafter, "the Patents") set forth in Exhibit A, as part of a Co-Ownership Agreement dated March 4, 1997;

WHEREAS, FLGI Holding Corporation was incorporated as a Delaware corporation on June 28, 1990;

WHEREAS, FLGI Holding Corporation by name change on March 30, 1992 became known as General Instrument Corporation (GIC-2);

WHEREAS, General Instrument Corporation of Delaware merged with and into General Instrument Corporation (GIC-2) on July 25, 1997, with General Instrument Corporation (GIC-2) being the surviving corporation;

WHEREAS, General Instrument Corporation (GIC-2) by name change on July 25, 1997 became known as General Semiconductor, Inc.;

WHEREAS, NextLevel Systems of Delaware, Inc. was incorporated as a Delaware corporation on January 6, 1997;

WHEREAS, NextLevel Systems of Delaware, Inc. by name change on January 17, 1997 became known as NextLevel Systems, Inc.;

WHEREAS, General Instrument Corporation (GIC-3) was incorporated as a Delaware corporation on October 3, 1997, as a wholly-owned subsidiary of NextLevel Systems, Inc., with all of the outstanding shares of stock owned by NextLevel Systems, Inc.;

WHEREAS, General Instrument Corporation (GIC-3) merged with and into NextLevel Systems, Inc. on February 2, 1998, with NextLevel Systems, Inc. being the surviving corporation which, upon the merger becoming effective, changed its name to General Instrument Corporation (GIC-4);

WHEREAS, General Instrument Corporation (GIC-4) ("ASSIGNOR"), is a Delaware corporation, having its principal place of business at 101 Tournament Drive, Horsham, Pennsylvania 19044;

WHEREAS, General Instrument Equity Corporation ("ASSIGNEE") was incorporated as a Delaware corporation on June 9, 1998 as a wholly-owned subsidiary of ASSIGNOR, having its principal place of business at 1105 North Market Street, Suite 1300, Wilmington, Delaware 19801;

WHEREAS, ASSIGNOR transferred its remaining undivided 50% right, title, and interest in the Patents to ASSIGNEE as part of a Subscription Agreement dated June 9, 1998;

WHEREAS, the official record reflects that ASSIGNOR is the owner of the entire right, title and interest in the Patents;

WHEREAS, ASSIGNOR is desirous of confirming ASSIGNOR's March 4, 1997 assignment of an undivided 50% right, title and interest in the Patents to Ciena Corporation, and subsequent June 9, 1998 assignment of ASSIGNOR's remaining undivided 50% right, title and interest in the Patents to ASSIGNEE; and

WHEREAS, ASSIGNOR deems the recordation of the transfer achieved by the Subscription Agreement to be sufficient consideration for the execution of this Assignment;

NOW, THEREFORE, in consideration thereof and good and valuable prior consideration, the receipt of which is hereby acknowledged by the undersigned, and the parties' mutual desire to remove any cloud on the title to the Patents, the undersigned, intending to be legally bound, does hereby confirm that ASSIGNOR did (sell, assign and transfer) to Ciena Corporation an undivided 50% right, title and interest in the Patents and ASSIGNOR subsequently did (sell, assign, transfer and quitclaim) to the ASSIGNEE and ASSIGNEE's legal representatives its remaining 50% right, title and interest therein as may have been vested in ASSIGNOR including, but not limited to, the right to claim priority under statute, regulation, treaty or the Paris Convention, and in all reissues or reexaminations thereof, throughout the world together with all claims for damages by reason of any past, present or future infringement of the Patents.

In the event that any incident of ownership concerning the Patents may be deemed at any future date to have not been assigned

to ASSIGNEE or to Ciena Corporation, and to still be vested in ASSIGNOR or its predecessors, ASSIGNOR does hereby sell, assign, transfer and quitclaim to the ASSIGNEE and ASSIGNEE's legal representatives any rights as may be determined to be a remaining right, title or interest in and to the Patents including, but not limited to, the right to claim priority under statute, regulation, treaty or the Paris Convention, and in all reissues or reexaminations thereof, throughout the world together with all claims for damages by reason of any past, present or future infringement of the Patents.

It is agreed that the undersigned shall be legally bound, upon request of the ASSIGNEE, to supply all information and evidence relating to the making and practice of an assigned invention, to testify in any legal proceeding relating thereto, to execute all instruments proper to patent an assigned invention throughout the world for the benefit of the ASSIGNEE, and to execute all instruments proper to carry out the intent of this instrument.

The undersigned warrants that the rights and property herein conveyed are free and clear of any encumbrance and that she has a present specific authority to execute this document of behalf of ASSIGNOR.

EXECUTED under seal on behalf of General Instrument Corporation by Shawn L. McClintock on this 25th day of January, 1999 at Horsham, PA.

Shawn L. McClintock (L.S.)
Shawn L. McClintock
Assistant Secretary

State of Pennsylvania

ss.

County of Montgomery

On this 25th day of January, 1999 before me personally appeared Shawn L. McClintock, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that she executed the same knowingly and willingly and for the purposes therein contained and displayed unto me her power of attorney for this purpose.

Witness my hand and Notarial seal the day and year immediately above written.

Kimberlee A. Nilsen
Notary Public

My Commission Expires:

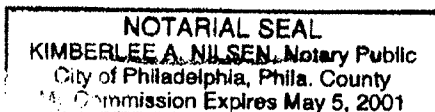


Exhibit A

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