

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ciena Luxembourg S.a.r.l.	05/27/2011
RECEIVING PARTY DATA	
Name:	Ciena Corporation
Street Address:	1201 Winterson Road
City:	Lincicum
State/Country:	MARYLAND
Postal Code:	21090
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13388780
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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Address Line 4:	Charlotte, NORTH CAROLINA 28111
ATTORNEY DOCKET NUMBER:	10.2036
NAME OF SUBMITTER:	Lawrence A. Baratta, Jr.
Total Attachments: 4 source=10_2036_Third_Assignment_Ciena_Lux_to_Ciena_Corp_Assignment_Recordal#page1.tif source=10_2036_Third_Assignment_Ciena_Lux_to_Ciena_Corp_Assignment_Recordal#page2.tif source=10_2036_Third_Assignment_Ciena_Lux_to_Ciena_Corp_Assignment_Recordal#page3.tif source=10_2036_Third_Assignment_Ciena_Lux_to_Ciena_Corp_Assignment_Recordal#page4.tif	

OP \$40.00 13388780

PATENT

ASSIGNMENT OF PATENT RIGHTS

THIS PATENT ASSIGNMENT (this "**Patent Assignment**") is made and entered into as of March 19, 2010 ("**Effective Date**") by and between Ciena Luxembourg S.a.r.l., a Société à responsabilité limitée organized under the laws of the Grand Duchy of Luxembourg having a share capital of USD 20,000 having its registered office at 560A, rue de Neudorf, L-2220, Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 150984. ("**Assignor**"), and Ciena Corporation, a corporation incorporated under the laws of the State of Delaware having its executive offices at 1201 Winterson Road, Linthicum, Maryland 21090 ("**Assignee**").

WHEREAS, Nortel Networks Limited, a corporation incorporated under the laws of Canada ("**NNL**") and certain of its affiliates, on the one hand, and Assignee and certain of its affiliates, including Assignor, on the other hand, entered into an amended and restated asset sale agreement dated as of November 24, 2009, as amended from time to time (the "**Asset Sale Agreement**") and certain ancillary agreements pursuant to which, among other things, NNL assigned to Assignor, among other assets, NNL's entire right, title and interest in and to the United States patents and patent applications set forth on Schedule A attached hereto (collectively, the "**United States Assigned Patents**"), as well as certain other patents and patent applications issued by or registered with other countries and jurisdictions;

WHEREAS, Assignor and Assignee entered into an Intellectual Property Sale and Assignment Agreement as of the Effective Date pursuant to which Assignor sold, assigned, transferred and set over to Assignee, and Assignee assumed, all of Assignor's right, title and interest in and to the United States Assigned Patents and certain other intellectual property; and

WHEREAS, Assignor and Assignee wish to document such assignment of the United States Assigned Patents in a form that is suitable for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the United States Assigned Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Patent Assignment and sale had not been made, together with the right to sue and collect for past and future infringement or other unauthorized use thereof, any and all corresponding rights that, now or hereafter, may be secured in the United States and the physical patent prosecution files in Assignor's possession or under Assignor's control of any of the foregoing.

Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as owner of the United States Assigned Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and

interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall take all actions and execute and deliver such other documents that Assignee may reasonably request to effect the terms of this Patent Assignment and to perfect Assignee's title in and to those United States Assigned Patents assigned to it hereunder.

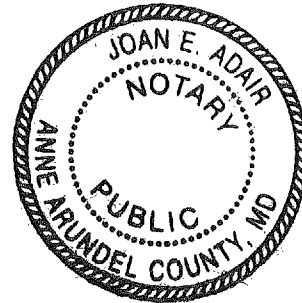
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its duly authorized representatives as of the Effective Date.

CIENA LUXEMBOURG S.A.R.L.

By: [Signature]
Name:
Title:

STATE/PROVINCE MARYLAND)
COUNTY OF Anne Arundel)
(if applicable)) ss.:



On this 27th day of MAY 2011, before me personally appeared DAVID M. Rothenschein
and _____, both known to me, who being duly sworn, did
depose and say that the foregoing Patent Assignment was made for the purposes and
considerations so stated, and that they were authorized to act of behalf of Ciena Luxembourg
S.a.r.l. in entering into such Patent Assignment.

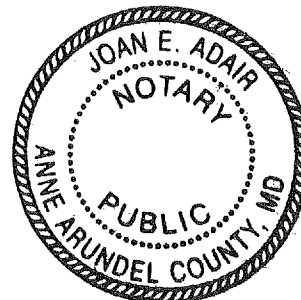
Joan E. Adair
Notary Public:
My Commission Expires: 10/7/2012

ACKNOWLEDGED BY:

CIENA CORPORATION

By: [Signature]
Name: DAVID M. Rothenschein
Title: Sr. VP, General Counsel

State of _____)
City of _____) ss.



SCHEDULE A

App Filed Country Code	App Serial Number
US	12/419,368
US	12/420,970
US	12/421,227
US	12/430,671
US	12/431,493
US	12/433,316
US	12/435,973
US	12/436,470
US	12/463,827
US	12/485,375
US	12/571,722
US	12/608,022
US	12/644,409
US	12/696,089
US	12/699,927
US	12/718,733
US	12/721,802
US	12/721,876
US	12/722,841
US	12/753,381
US	61/140,265
US	61/246,576
US	61/286,316
US	61/305,026
US	61/312,499
US	61/312,726
US	61/313,147
US	61/313,172
US	61/313,330
WO	PCT/CA2009/000594
WO	PCT/CA2009/001068
WO	PCT/CA2010/000291
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WO	PCT/CA2010/000616
WO	PCT/CA2010/000625