#### 501827342 02/21/2012

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Dr. Klaus Grobe	01/09/2012
Markus Roppelt	01/06/2012

#### **RECEIVING PARTY DATA**

Name:	ADVA AG Optical Networking	
Street Address:	Fraunhoferstrasse 9a	
City:	Martinsried/Muenchen	
State/Country:	GERMANY	
Postal Code:	82152	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13401497

# **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: Mark A. Boys

Total Attachments: 3

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PATENT REEL: 027738 FRAME: 0419

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# **ASSIGNMENT**

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WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

#### Method of Operating an Optical Network Element and Optical Network Element

for which Assignor is about to make or has made United States or International application or other national applications for patent

$\boxtimes$	attached hereto
	or
	as well as all subsequent applications therefrom;

WHEREAS, ADVA AG Optical Networking, whose address is Fraunhoferstrasse 9a, 82152 Martinsried/Muenchen, Germany, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all to the United States foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any to the United States foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all to the United States foreign countries including; but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

The undersigned hereby grant(s) the law firm of CENTRAL COAST PATENT AGENCY, Inc., 3 Hangar Way, Suite D; 95076 WATSONVILLE; USA the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office or a Patent and Trademark Office of any other country for recordation of this document.

US Application 13/401,497 Filed: 02-21-2012

# **ASSIGNMENT**

01630030US

Dr. Klaus Grobe

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Citizenship: DE

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Markus Roppelt

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Date:

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# **ASSIGNMENT**

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**PATENT** REEL: 027738 FRAME: 0422

**RECORDED: 02/21/2012**