501916312 05/10/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------------|----------------|
| Steven James Frisken | 04/23/2012 |
| Daniel Royston Neill | 04/23/2012 |

RECEIVING PARTY DATA

| Name: | Finisar Corporation |
|-----------------|---------------------|
| Street Address: | 200 Precision Road |
| City: | Horsham |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19044 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 13297356 |

CORRESPONDENCE DATA

Fax Number: (781)271-1527 Phone: 781.271.1503

Email: kurt@rauschenbach.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Kurt Rauschenbach Address Line 1: P.O. Box 387

Bedford, MASSACHUSETTS 01730 Address Line 4:

ATTORNEY DOCKET NUMBER: ENG-011

NAME OF SUBMITTER: Kurt Rauschenbach

Total Attachments: 3

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PATENT REEL: 028187 FRAME: 0218

501916312

ASSIGNMENT

WHEREAS, We, Steven James Frisken and Daniel Royston Neill have invented one or more improvements in:

Optical Coherence Tomography System And Method

| described in an application (or provisional application) for Letters Patent of the United States: | | |
|---|---|--|
| and about to l | identified by Attorney Docket No., and/or executed by us of even date herewith be filed in the United States Patent Office; | |
| ⊠ <u>2011</u> ; and | Serial No. <u>13/297,356</u> filed in the United States Patent Office on <u>November 16</u> , | |

WHEREAS, Finisar Corporation (and hereinafter called the "ASSIGNEE", which term shall include its successors and assigns), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 200 Precision Road, Horsham, PA 19044 desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions (which term shall include each and every such invention, or part thereof) described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, and any and all like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application, including but not limited to continuations, divisionals, reissues, and reexaminations of said application of such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws, including but not limited to the International Convention for the Protection of Industrial Property and the Patent Cooperation Treaty, relating to the protection of industrial property by filing any such applications for Letters Patent. We do hereby authorize said ASSIGNEE to apply in our name or in their own name (in a manner to be agreed upon by said ASSIGNEE) or their designee, for patents and like rights of exclusion on or for said inventions in all countries, claiming (if said ASSIGNEE so desires) the priority of the filing date of said application under the provisions of said Convention, Treaty or any such other Convention or Treaty. We hereby acknowledge that

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this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries (and all jurisdictions within those countries) of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein;

AND, we hereby further agree for ourselves and our respective heirs, executors and administrators, upon request of said ASSIGNEE, to execute and deliver without further compensation any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: execution of powers of attorney, execution of assignments, the execution of applications for patents in foreign countries; the execution of original, substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application, patent or like rights of exclusion, directed thereto may be involved; and we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States and the corresponding Official of each country foreign thereto to issue such Letters Patent as shall be granted upon said application or applications and like rights of exclusion based thereon to said ASSIGNEE, its successors, assigns, and legal representatives;

AND, we do hereby covenant for ourselves and for our respective legal representatives and agree with said ASSIGNEE that we have granted no right or license to make, use or sell said inventions to anyone except said ASSIGNEE, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

On this 23 day 1012, before me, the undersigned, personally appeared Steven James Frisken, proved to me through satisfactory evidence of identification, which was 1000 to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged to me that he signed it voluntarily for its stated purpose.

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Joint Assignment Page 3

Inventor: Daniel Royston Neill

| On this 23" day Am | |
|--------------------------|--|
| Royston Neill, proved to | me through satisfactory evidence of identification, which was |
| LICENCE | , to be the person whose name is signed on the preceding or |
| attached document in my | presence, and acknowledged to me that he signed it voluntarily for its |
| stated purpose. | |
| | |

Witness

Doc.5200

PATENT REEL: 028187 FRAME: 0221

RECORDED: 05/10/2012