501972965 06/28/2012

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Badri Varadarajan	06/28/2012
Bert Klaps	06/28/2012

RECEIVING PARTY DATA

Name:	Applied Micro Circuits Corporation	
Street Address:	9868 Scranton Road	
Internal Address:	Suite 1200	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92121	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13536841

CORRESPONDENCE DATA

 Fax Number:
 (858)451-9869

 Phone:
 858-451-9950

 Email:
 gerry@ipatentit.com

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

Mail.

Correspondent Name: LAW OFFICE OF GERALD MALISZEWSKI

Address Line 1: P.O. BOX 270829

Address Line 4: SAN DIEGO, CALIFORNIA 92198-2829

ATTORNEY DOCKET NUMBER:	APPLIED_506
NAME OF SUBMITTER:	Gerald Maliszewski

Total Attachments: 4

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> PATENT REEL: 028464 FRAME: 0558

OF \$40.00 13536841

ASSIGNMENT

WHEREAS, the undersigned Badri Varadarajan, a resident of Mountain View, CA, and Bert Klaps, a resident of Herent, Belgium, (hereinafter termed "inventor") have invented certain new and useful improvements in:

SYSTEM AND METHOD FOR SCALING TOTAL CLIENT CAPACITY WITH A STANDARD-COMPLIANT OPTICAL TRANSPORT NETWORK (OTN)

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X	On the 284h June, 2012;
	Or
	Said application having been previously filed and assigned Serial Number _/ and filing date

WHEREAS Applied Micro Circuits Corporation (AMCC), a corporation (hereinafter termed "Assignee"), having a place of business at 9868 Scranton Road, Suite 1200, San Diego, CA, 92121, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other government grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial property or pursuant to any other convention, treaty, agreement or understanding: (c) in and to any and all applications

> **PATENT** REEL: 028464 FRAME: 0559

filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

- Said Inventor hereby covenants and agrees to cooperate with 2. said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting application for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Page 2 of 3

PATENT REEL: 028464 FRAME: 0560 IN WITNESS WHEREOF, the said Inventor has executed said Assignment on the date given below.

(1)	VB Norge_	28 June 2012
X. W	(Badri Varadarajan, Signature)	(Date)
****	*****************	*******************
(2)		
	(Bert Klaps, Signature)	(Date)

IN WITNESS WHEREOF, the said Inventor has executed said. Assignment on the date given below.

(Badri Varadarajan, Signature)	(Date)
*************************	*************
AN-AS	6/28/202
(2)(Bert Klaps, Signature)	<u>タ/と8/40代</u> (Date)

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Page 3 of 3