

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>David Piehler</td> <td>12/10/2010</td> </tr> <tr> <td>Anthony J. Ticknor</td> <td>12/16/2010</td> </tr> </tbody> </table>		Name	Execution Date	David Piehler	12/10/2010	Anthony J. Ticknor	12/16/2010
Name	Execution Date						
David Piehler	12/10/2010						
Anthony J. Ticknor	12/16/2010						
RECEIVING PARTY DATA							
Name:	NeoPhotonics Corporation						
Street Address:	2911 Zanker Road						
City:	San Jose						
State/Country:	CALIFORNIA						
Postal Code:	95134						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12966795</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12966795		
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Application Number:	12966795						
CORRESPONDENCE DATA							
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
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ATTORNEY DOCKET NUMBER:	67-001 / F0003						
NAME OF SUBMITTER:	Mikio Ishimaru						
Total Attachments: 3 source=67-001_Assignment#page1.tif source=67-001_Assignment#page2.tif source=67-001_Assignment#page3.tif							

CH \$40.00 12966795

## ASSIGNMENT

WHEREAS, the undersigned (hereinafter termed Assignor(s)) has/have invented certain new and useful improvements in

### **OPTICAL NETWORK COMMUNICATION SYSTEM WITH OPTICAL LINE TERMINAL TRANSCEIVER AND METHOD OF OPERATION THEREOF**

for which a United States patent application has been executed on or before the date of this assignment.

WHEREAS, NeoPhotonics Corporation, a Corporation of the State of Delaware, having a place of business at 2911 Zanker Road, San Jose, CA 95134, (hereinafter termed Assignee), is desirous of acquiring the entire right, title and interest in and to said application and said invention and improvements thereon, and in and to Letters Patents thereon when granted in the United States and foreign countries.

NOW, THEREFORE, for good and valuable consideration received by said Assignor(s) from said Assignee(s), the receipt of which is hereby acknowledged by said Assignor(s):


1. Said Assignor(s) does hereby sell, assign, transfer and convey unto said Assignee(s), the entire right, title and interest in and to said application and said invention and in and to any and all improvements on said invention and in and to any and all improvements on said invention heretofore or hereafter made or acquired by said Assignor(s); and in and to any and all Letters Patent on said invention and/or said improvements that may be granted in the United States or any foreign country, including each and every Letters Patent granted on any application which is a division, continuation, substitution, renewal, or continuation-in-part of any said application, and in and to each and every reissue or extension of said Letters Patent.
2. Said Assignor(s) hereby covenants and agrees to cooperate with said Assignee(s) where said Assignee(s) may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include (a) prompt execution of all papers (prepared at the expense of Assignee(s)) which are deemed necessary or desirable by Assignee(s) to perfect in it the right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications or other papers (prepared at the expense of Assignee(s)) which are deemed necessary or desirable by Assignee(s) for prosecuting said application, for filing and prosecuting divisional, continuation, substitution, renewal, continuation-in-part, or additional applications in the United States and/or foreign countries covering said invention and/or said improvements, for filing and prosecuting applications for reissuance of letters patent included herein, or for interference proceedings involving said invention and/or said improvements and (c) prompt assistance and cooperation in the prosecution of interference proceedings involving said invention and/or said improvements and in the adjudication of said Letters Patent, particularly by the disclosure of facts and the production of evidence relating to said invention and/or said improvements, provided the expenses which may be incurred by said Assignor(s) in lending such assistance and cooperation shall be paid by the Assignee(s).
3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee(s), its successors, assigns and/or other legal representatives and shall be binding upon said Assignor(s), his/her heirs, legal representatives and assigns.
4. Said Assignor(s) hereby warrants and represents that he/she has not entered into any assignment, contract or understanding in conflict herewith.

5. Said Assignor(s) hereby authorizes and requests the attorney(s) of record in this application to insert the serial number and filing date of this Non Provisional application in the spaces that follow:

Serial Number: 12/966,795 Filing Date: 13 December 2010

IN WITNESS WHEREOF, the said Assignor(s) has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee(s).

13 Dec 10  
Date

(1)   
David Piehler


State of California  
County of Santa Clara } ss

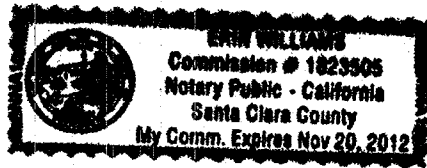
On December 13, 2010 before me, ERIN WILLIAMS, Notary  
(name and title of officer)

personally appeared David Piehler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

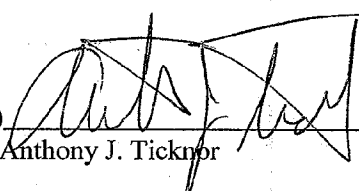
WITNESS my hand and official seal.

Signature 



IN WITNESS WHEREOF, the said Assignor(s) has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee(s).

16-DGE-2010  
Date

(2)   
Anthony J. Ticknor

State of California  
County of Santa Clara } ss

On December 16, 2010 before me, ERIN WILLIAMS, NOTARY  
(name and title of officer)

personally appeared Anthony J. Ticknor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

