

06/10/2013

MD 06-10-13



103659171

HEET



ed documents or the new address(es) below.

**1. Name of conveying party(ies)**  
Alphion Corporation

**2. Name and address of receiving party(ies)**  
Name: Aeon Corporation

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) April 1, 2013

Internal Address: \_\_\_\_\_

Street Address: 186 Princeton Hightstown Road

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

City: Princeton Junction

State: New Jersey

Country: United States Zip: 08550

Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)  
61/373,297

B. Patent No.(s)  
(i) 6,804,426; (ii) 7,203,427, (iii) 6,777,252; and (iv) 7,239,768

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

**6. Total number of applications and patents involved:** 5

Name: Amita Dave

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$200.00

Internal Address: \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

Street Address: Aeon Corporation

186 Princeton Hightstown Road

City: Princeton Junction

State: New Jersey Zip: 08850

Phone Number: 908-278-2980

Docket Number: \_\_\_\_\_

Email Address: sagvish@hotmail.com

**8. Payment Information**

Deposit Account Number: 66666624 66666624

Authorized User Name: \_\_\_\_\_ 200.00 OP

**9. Signature:**

Signature

June 7, 2013

Date

Edmund A. Mikalauskas, Esq.  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT OF PATENT RIGHTS

**THIS ASSIGNMENT OF PATENT RIGHTS** (this "**Assignment**") is entered into effective as of the 1st day of April, 2013 (the "**Effective Date**") by and between Alphion Corporation, a Delaware corporation (the "**Assignor**"), and Aeon Corporation, a Delaware corporation (the "**Assignee**").

**WHEREAS**, pursuant to and in accordance with that certain Asset Purchase Agreement, effective as of April 1, 2013, by and between Assignor and Assignee (the "**Asset Purchase Agreement**"), Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the United States Patents and applications for United States Patents identified on **Appendix A** attached hereto (collectively, the "**Patent Rights**");

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee and its successors and assigns, all right, title and interest of Assignor in, to and under the Patent Rights, together with all claims for damage by reason of past, present or future infringement of the Patent Rights with the right to sue and collect the same.
2. Assignor hereby authorizes and requests the Commissioner of Patents of the United States to issue all Letters Patent with respect to the Patent Rights to Assignee and its successors and assigns, in accordance with the terms of this Assignment.
3. Assignor shall deliver such additional documents and take such other further actions as may be reasonably requested by Assignee to effect the assignment of the Patent Rights to Assignee as contemplated by this Assignment.
4. Assignor and Assignee agree that the provisions of the Asset Purchase Agreement are incorporated by reference herein, and further agree that such provisions shall be given full effect in interpreting and enforcing this Assignment. In the event of any inconsistency between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
5. This Assignment shall be governed and construed in accordance with the laws of the State of New Jersey without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of the State of New Jersey.
6. This Assignment may be executed (by facsimile, exchange of electronic .pdf files or otherwise) in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement.

*(signature page follows)*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the Effective Date.

**ASSIGNOR: ALPHION CORPORATION**

By: *Boris Stefanov*  
Name: BOBIS STEFANOV  
Title: CEO

**ASSIGNEE: AEON CORPORATION**

By: *Amita Dave*  
Name: Amita Dave  
Title: CEO, President

*[Signature Page to Assignment of Patent Rights]*

**Appendix A  
Patent Rights**

Patent No. / (Application Serial No.)	Title	Status
U.S. 6,804,426	A DEVICE FOR SIMULTANEOUS MULTIPLE REPRODUCTION OF LIGHTWAVE SIGNALS	ISSUED
U.S. 7,203,427	REDUNDANT PATH ALL-OPTICAL REGENERATION, RESHAPING AND WAVELENGTH CONVERSION FOR ENHANCED YIELD	ISSUED
U.S. 6,777,252	METHOD AND APPARATUS FOR TESTING AN INDIVIDUAL LIGHTWAVE CHIP ON A WAFER	ISSUED
U.S. 7,239,768	PHOTONIC INTEGRATED CIRCUIT	ISSUED
U.S. (61/373,297)	OPTICAL RECEIVER WITH DUAL MONITORS	PENDING