

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
COGO Optronics, Inc.	02/25/2013
RECEIVING PARTY DATA	
Name:	TeraXion Inc.
Street Address:	2716 Einstein Street
City:	Quebec
State/Country:	QUEBEC
Postal Code:	G1P 4S8
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	13722400
Application Number:	13767525
Application Number:	61724796
Application Number:	61724810
Application Number:	12638372
Application Number:	12633276
Application Number:	61816284
CORRESPONDENCE DATA	
Fax Number:	3033331470
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3033333010
Email:	tombirney@patnet.com
Correspondent Name:	Thomas S. Birney
Address Line 1:	5299 DTC Blvd., Suite 340
Address Line 4:	Greenwood Village, COLORADO 80111
ATTORNEY DOCKET NUMBER:	8789/1

PATENT

NAME OF SUBMITTER:	Thomas S. Birney
Signature:	/Thomas S. Birney/
Date:	08/05/2013
Total Attachments: 5 source=Technology Assignment and Assumption Agreement#page1.tif source=Technology Assignment and Assumption Agreement#page2.tif source=Technology Assignment and Assumption Agreement#page3.tif source=Technology Assignment and Assumption Agreement#page4.tif source=Technology Assignment and Assumption Agreement#page5.tif	

TECHNOLOGY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**") made effective as of February 25, 2013, between COGO OPTRONICS INC. ("**Assignor**") and TERAXION INC. ("**Assignee**").

RECITALS:

- A. Pursuant to that certain asset and share purchase agreement dated for reference on or about the date hereof, among the Assignor and the Assignee ("**Purchase Agreement**") the Assignor agreed to sell, assign and transfer to the Assignee all of the Assignor's right, title and interest in and to the Technology and the Assumed Contracts relating thereto including, but not limited to, the Technology and Assumed Contracts set forth in Schedule "A" attached hereto.

NOW THEREFORE in consideration of the transactions contemplated by the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. Any capitalized terms that are used but not defined herein shall have the same meaning as the defined term in the Purchase Agreement.
2. The recitals and Schedules to this Agreement are expressly incorporated into and form a part of this Agreement.
3. Notwithstanding the date of execution of this Agreement, the parties hereto acknowledge and agree that this Agreement shall have no force or effect unless or until the transactions contemplated by the Purchase Agreement are completed, at which time this Agreement shall come into full force and effect as and from the Closing Time.
4. The Assignor hereby transfers, sets over and assigns to the Assignee and the Assignee hereby accepts, receives and assumes from the Assignor, effective the Closing Time, all of the Assignor's right, title and interest in and to the Technology and the Assumed Contracts relating thereto. Such assignment, transfer and sale shall include an assignment of all right of action resulting from any adverse use of such Technology, the right to claim such relief as is appropriate and the right to claim for past infringements and misappropriations of such Technology. The Assignor hereby undertakes at any time upon request to sign such documents and do such things as may be required by the Assignee in its sole discretion to give effective beneficial, legal and registered title to the Assignee to such Technology owned by the Assignor, in each case at Assignee's cost. Where such Technology is licensed by the Assignor and the subject of an Assumed Contract, and the assignment of such Assumed Contract requires the consent of the licensor, Assignor will comply with Section 2.4 of the Purchase Agreement with respect thereto.
5. The Assignor agrees, at the request and cost of the Assignee, to execute such assurances in respect of this Agreement as the Assignee may reasonably require.

6. On the Closing Date, the Assignee accepts the assignment herein and covenants with the Assignor that the Assignee will observe and perform all of the covenants and obligations to be performed by the Assignor under the Assumed Contracts from and after the Closing Time.
7. Nothing in this Agreement shall be construed as an assignment or assumption of, or an attempt to assume by or assign to the Assignee, the Restricted Rights, which shall be governed by Section 2.4 of the Purchase Agreement.
8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
9. In the event of any ambiguity between this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall govern and be paramount.
10. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Counterparts may be executed and delivered in original form, by facsimile transmission or by electronic transmission in portable document format and the parties may adopt and rely upon any signatures received in such manner as original signatures of the parties. This Agreement shall be governed and construed by and enforced in accordance with the laws of the Province of Québec, without giving effect to principles of conflicts of laws.

[Signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year first above written.

COGO OPTRONICS INC.

Per: Alka Swanson
Name: ALKA SWANSON
Title: CEO

TERAXION INC.

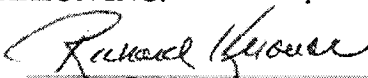
Per: _____
Name: _____
Title: _____

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year first above written.

COGO OPTRONICS INC.

Per: _____
Name:
Title:

TERAXION INC.

Per:  _____
Name: Richard Kirouac
Title: CFO

SCHEDULE "A"

The list of Contracts set forth in Schedule 4.23 (Assumed Contracts) to the Purchase Agreement is incorporated herein, other than those Assumed Contracts relating to anything other than the Technology.

List of Patents

COGO PATENT PORTFOLIO

IP	Patent title	Description	Filing #	Filing date	Pub #/Patent #	Status	Country
COGO	Mach-Zehnder optical modulator having an asymmetrically-loaded GSG travelling wave electrode	Single-end drive MZ electrode with improved electrical isolation	61/724,796	09/11/2012		Provisional patent application	US
COGO	Mach-Zehnder optical modulator having a travelling wave electrode with ground bridge	Use of ground bridges to provide a compact, shielded travelling wave electrode	61/724,810	09/11/2012		Provisional patent application	US
COGO	Mach-Zehnder Modulator Using a Balanced Coplanar Stripline with Lateral Ground Planes	Differential GSSG MZ	61/598,894	15/02/2012		Provisional patent application	US
COGO	Electronic Waveguide Transmission Device for Use with a Mach-Zehnder Optical Modulator	GSSG to GSSG converter	61/579,104	22/12/2011		Provisional patent application	US
COGO+HHI	Monolithic Optoelectronic TWE-Component Structure for High Frequencies and low optical insertion loss	Technology invention for SAG/ESAG spot-size converter and low loss RF electrodes for InP MZM	12/838,372	15/12/2009		Pending	US
COGO+HHI	Monolithic Optoelectronic TWE-Component Structure for High Frequencies and low optical insertion loss	Technology invention for SAG/ESAG spot-size converter and low loss RF electrodes for InP MZM	PCT/US09/68107	15/12/2009	WO2010/07174	Pending - submitted to board of appeals following response to office action	US, EU, CN, CA, JP
COGO	Travelling wave electrode Mach-Zehnder Optical Device	Invention for implementing negative chirp on single end push-pull drive electrode InP MZM	12/833,278	08/12/2009		Provisional patent application	US
COGO	Travelling wave electrode Mach-Zehnder Optical Device	Invention for implementing negative chirp on single end push-pull drive electrode InP MZM	PCT/US10/69278	07/12/2010	US 8,280,201	Granted June 2012	US

And the following domain name: www.cogooptronics.com.

Joint COGO-HHI Patent on ESAG MZ Technology

IP	Patent title	Description	Filing #	Filing date	Pub #/Patent #	Status	Country
COGO+HHI	Monolithic Optoelectronic TWE-Component Structure for High Frequencies and low optical insertion loss	Technology invention for SAG/ESAG spot-size converter and low loss RF electrodes for InP MZM	12/838,372	15/12/2009		Pending	US
COGO+HHI	Monolithic Optoelectronic TWE-Component Structure for High Frequencies and low optical insertion loss	Technology invention for SAG/ESAG spot-size converter and low loss RF electrodes for InP MZM	PCT/US09/68107	15/12/2009	WO2010/07174	Pending - submitted to board of appeals following response to office action	US, EU, CN, CA, JP