

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
XTERA COMMUNICATIONS TAIWAN CO., LTD.	09/13/2013
RECEIVING PARTY DATA	
Name:	FORTINET, INC.
Street Address:	1090 KIFER RD.
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94086
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7801145
CORRESPONDENCE DATA	
Fax Number:	(303)856-7264
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	225 UNION BLVD., STE 150
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ATTORNEY DOCKET NUMBER:	FORT-013700 (ASSIGNMENT)
NAME OF SUBMITTER:	MICHAEL A DESANTIS
Signature:	/Michael A DeSantis/
Date:	10/03/2013
Total Attachments: 4 source=executed_assignment#page1.tif source=executed_assignment#page2.tif source=executed_assignment#page3.tif source=executed_assignment#page4.tif	

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## EXHIBIT B

### INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "*Assignment*") dated as of September 13, 2013, is made by XTERA COMMUNICATIONS, INC., a Delaware corporation and XTERA COMMUNICATIONS TAIWAN CO., LTD., a Taiwan corporation (collectively, "*Seller*"), in favor of Fortinet Singapore Private Limited ("*Buyer*"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement (as defined below).

### RECITALS

A. Seller has adopted, used and is using the marks set forth on Schedule 1 attached hereto (hereinafter referred to as the "*Marks*") in interstate commerce.

B. Seller has validly applied for patents at the U.S. Patent and Trademark Office, or PTO, for the inventions, as set forth on Schedule 2 (hereinafter referred to as the "*Patents and Patent Applications*").

C. Pursuant to that certain Asset Purchase Agreement by and among Seller and Buyer dated as of even date herewith (the "*Purchase Agreement*"), Seller has agreed to sell and transfer to Buyer the Marks and the Patent and Patent Applications.

D. Buyer wishes to acquire all of Seller's right, title and interest in and to the Marks and Patents and Patent Applications.

### AGREEMENT

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in accordance with the provisions of the Purchase Agreement, hereby agree as follows:

1. Seller hereby assigns to Buyer all right, title and interest in and to the Marks along with the goodwill symbolized thereby, and including, with respect to the Marks, all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Marks, either by itself or by licensees, as well as all rights to sue for past, present and future infringement thereof.

2. Seller hereby assigns to Buyer all right, title and interest in and to the Patents and Patent Applications along with the goodwill symbolized thereby, and including, with respect to the Patents and Patent Applications:

- a. all original and reissued letters patents that have been or shall be issued in the United States for such Patents and Patent Applications; and in and to all divisional, continuing, reissue, extension, substitution and renewal applications, and all other patent applications that have been filed or shall be filed in the United States, claiming the benefit of priority to such Patents and Patent Applications; and
- b. all rights of priority attaching to said Patents and Patent Applications, including all rights under international conventions; and

- c. all proceeds of said Patents and Patent Applications (including but not limited to, all license royalties and proceeds of infringement suits); and in and to any and all causes of action (excepting claims upon the United States of America) for past, present, and future infringement of said Patents and Patent Applications, including the right to collect royalties and seek injunctive relief, for all such infringements and the right to sue on all such causes of action for Buyer's own use and benefit and the use and benefit of Buyer's successors, assigns and legal representatives, and in and to all reissues and reexaminations thereof.

3. Seller shall timely execute and deliver any additional documents and perform such additional acts as may be necessary or desirable to record and perfect the interest of Buyer in and to the Marks and Patents and Patent Applications, and shall not enter into any agreement in conflict with this Assignment. Buyer agrees to provide such information to Seller and otherwise cooperate with Seller as necessary to accept transfer of the Marks and Patents and Patent Applications.

4. This Assignment, together with the applicable provisions of the Purchase Agreement, sets forth the entire understanding of Seller and Buyer with respect to the transactions contemplated hereby and supersedes all prior agreements or understandings among the parties hereto regarding those matters. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations of Seller or Buyer set forth in the Purchase Agreement. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. If there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. This Assignment shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Buyer and its successor and assigns.

6. This Assignment may not be amended, waived, discharged or terminated other than by a written instrument designated as an amendment and signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

7. This Assignment shall in all respects be governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without giving effect to its conflict-of-laws principles.

8. This Assignment may be executed in two or more counterparts, including by facsimile, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be executed as of the day and year first above written.

**SELLER:**

XTERA COMMUNICATIONS, INC.

By: [Signature]  
Name: PABLO GARCIA  
Title: VP/COO

XTERA COMMUNICATIONS TAIWAN CO., LTD.,

By: [Signature]  
Name: PABLO GARCIA  
Title: VP/COO

**BUYER:**

FORTINET SINGAPORE PRIVATE LIMITED

By: [Signature]  
Name: T. d. Nelson  
Title: VP Legal Fortinet Inc.  
As authorized

### Schedule 3.13(b) – Seller Registered Intellectual Property

#### Patents

No.	Name	Country	Founder	Apply Date	Application no.	Patent Number	Issued
1	封包處理裝置及方法 Packet Processing Apparatus And Method	Taiwan	林浴成 雍義	3/26/2004	93106293	1240520	9/21/2005
2	以虛擬私域網路結合遠端網段的方法 Method For Connecting Remote Subnets With Virtual Private Network Technology	Taiwan	張俊彥	4/28/2005	94113638	1257212	4/28/2005
3	網際網路協定通道管理方法 Method for Managing IP Tunnels	Taiwan	雍義/張品峰/申慶永/謝昆	6/13/2006	95120926	1319674	6/13/2006
4	網際網路協定通道管理方法 Method for Managing IP Tunnels	China	雍義/張品峰/申慶永/謝昆	7/4/2006	200610101120.6		12/22/2010
5	網際網路協定通道管理方法 Method for Managing IP Tunnels	US	雍義/張品峰/申慶永/謝昆	6/3/2008	12/132,096	8,432,922	4/30/2013
6	網路封包傳送方法 METHOD FOR TRANSMITTING NETWORK PACKETS	Taiwan	雍義/夏旭東	6/3/2007	9610/623	1334293	12/1/2010
7	網路封包傳送方法 METHOD FOR TRANSMITTING NETWORK PACKETS	China	雍義/夏旭東	4/26/2007	200710101063.6		8/25/2010
8	網路封包傳送方法 METHOD FOR TRANSMITTING NETWORK PACKETS	US	雍義/夏旭東	7/10/2007	11/775,594	7,801,145	9/21/2010

#### Trademarks

Reg No.	Title	Type	Status	App No.	Country	FilingDate	IssueDate
1057401	SwiftDNS stylized	Trademark	Issued	91023786	Taiwan, Province of China	6/11/2002	9/16/2003
1046670	ASCENLINK stylized	Trademark	Issued	91023787	Taiwan, Province of China	6/11/2002	6/16/2003
3209891	ASCENLINK stylized	Trademark	Issued	3209891	China	6/13/2002	8/7/2003