# PATENT ASSIGNMENT COVER SHEET

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**EPAS ID: PAT2879728** 

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DENIS ANDREYEVICH KHOTIMSKY	05/29/2014
LIQUAN YUAN	04/17/2014
DEZHI ZHANG	04/17/2014

### **RECEIVING PARTY DATA**

Name:	ZTE CORPORATION	
Street Address:	ZTE PLAZA, NO. 55 SOUTH KEJI ROAD	
Internal Address:	HI-TECH INDUSTRIAL PARK, NANSHAN DISTRICT	
City:	SHENZHEN	
State/Country:	CHINA	
Postal Code:	518057	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14111557

# **CORRESPONDENCE DATA**

Fax Number: (858)720-5819

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

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(858) 720-5700 Phone:

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**Correspondent Name: BING AI** 

Address Line 1: PERKINS COIE LLP Address Line 2: P.O. BOX 1247

Address Line 4: SEATTLE, WASHINGTON 98111-1247

ATTORNEY DOCKET NUMBER:	009065-8114.US01
NAME OF SUBMITTER:	JENNIFER H. CANARELLI
SIGNATURE:	/Jennifer H. Canarelli/
DATE SIGNED:	06/02/2014

**Total Attachments: 4** 

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## ASSIGNMENT

We, Denis Andrevevich Khotimsky, of Westborough, Massachusetts; Liquan Yuan, of Shanghai, P.R. China; and Dezhi Zhang, of Shanghai, P.R. China; hereby assign to ZTE Corporation, a corporation of P.R. China, having a place of business at ZTE Plaza, No. 55 South Keji Road, Hi-Tech Industrial Park, Nanshan District, Shenzhen 518057, P.R. China, and its successors and assigns (collectively hereinafter called "the Assignce"), the entire right, title and interest throughout the world in any and all inventions and improvements which are described in an application for United States Patent filed by us, entitled MITIGATING ROGUE OPTICAL NETWORK UNIT (ONU) BEHAVIOR IN A PASSIVE OPTICAL NETWORK (PON), filed on October 13, 2013, and assigned U.S. Application Number 14/111,557.

This assignment includes the entire right, title and interest in said application, all legal equivalents thereof in any country, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions and improvements, including, but not limited to, all divisions, continuations, reissues, reexamination certificates, any and all certificates issued in any post-grant proceeding, and extensions of said applications and patents of the United States, foreign patents, utility models, and design registrations, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, and the right to seek relief and recover all damages, including, but not limited to, a reasonable royalty, by reason of infringement or any other violation of patent or patent application rights. We authorize the Assignce to apply in all countries in our names or in the name of the Assignce for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements.

In addition, we hereby confirm the sale, assignment, and transfer to the Assignee of the entire right, title and interest throughout the world in said inventions and improvements that occurred by operation of an employment agreement between us and the Assignee existing at the time said inventions and improvements were made. Should we have any remaining interest, we

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hereby sell, assign, and transfer any right, title and interest we may have in said inventions and improvements anywhere in the world to the Assignee.

The foregoing assignments, sale and transfer have been made for good and valuable consideration, the receipt of which is hereby acknowledged.

We hereby represent and covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with the assignment of said inventions and improvements to the Assignee.

We further covenant for ourselves and our respective heirs, legal representatives and assigns, to assist the Assignee in handling various procedures, tasks and documentation in connection with this assignment, including, but not limited to, providing to the Assignee promptly upon the request of the Assignee all pertinent facts and documents relating to said invention and improvements, and said patents, said legal equivalents or other legal instrument as may be known and accessible to us and testifying as to the same in any interference, derivation, litigation, or proceeding relating thereto, and promptly executing and delivering to the Assignee or its legal representative any and all papers, documents, instruments or affidavits in connection with obtaining, maintaining, issuing or enforcing said application, said inventions and improvements, and said patents, said equivalents and other legal instrument which may be necessary or desirable to carry out the purposes thereof.

DATE: ]	May 29,2014	DENIS ANDREYE	MUCH KHOTIMSKY)	
DATE: _		LIQUAN YUAN		
DATE: _		DEZHI ZHANG		

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#### ASSIGNMENT

We, <u>Denis Andreyevich Khotimsky</u>, of Westborough, Massachusetts; <u>Liquan Yuan</u>, of Shanghai, P.R. China; and <u>Dezhi Zhang</u>, of Shanghai, P.R. China; hereby assign to <u>ZTE</u>

<u>Corporation</u>, a corporation of P.R. China, having a place of business at ZTE Plaza, No. 55 South Keji Road, Hi-Tech Industrial Park, Nanshan District, Shenzhen 518057, P.R. China, and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in any and all inventions and improvements which are described in an application for United States Patent filed by us, entitled *MITIGATING ROGUE OPTICAL NETWORK UNIT (ONU) BEHAVIOR IN A PASSIVE OPTICAL NETWORK (PON)*, filed on October 13, 2013, and assigned U.S. Application Number 14/111,557.

This assignment includes the entire right, title and interest in said application, all legal equivalents thereof in any country, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions and improvements, including, but not limited to, all divisions, continuations, reissues, reexamination certificates, any and all certificates issued in any post-grant proceeding, and extensions of said applications and patents of the United States, foreign patents, utility models, and design registrations, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, and the right to seek relief and recover all damages, including, but not limited to, a reasonable royalty, by reason of infringement or any other violation of patent or patent application rights. We authorize the Assignee to apply in all countries in our names or in the name of the Assignee for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements.

In addition, we hereby confirm the sale, assignment, and transfer to the Assignee of the entire right, title and interest throughout the world in said inventions and improvements that occurred by operation of an employment agreement between us and the Assignee existing at the time said inventions and improvements were made. Should we have any remaining interest, we

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hereby sell, assign, and transfer any right, title and interest we may have in said inventions and improvements anywhere in the world to the Assignee.

The foregoing assignments, sale and transfer have been made for good and valuable consideration, the receipt of which is hereby acknowledged.

We hereby represent and covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with the assignment of said inventions and improvements to the Assignee.

We further covenant for ourselves and our respective heirs, legal representatives and assigns, to assist the Assignee in handling various procedures, tasks and documentation in connection with this assignment, including, but not limited to, providing to the Assignee promptly upon the request of the Assignee all pertinent facts and documents relating to said invention and improvements, and said patents, said legal equivalents or other legal instrument as may be known and accessible to us and testifying as to the same in any interference, derivation, litigation, or proceeding relating thereto, and promptly executing and delivering to the Assignee or its legal representative any and all papers, documents, instruments or affidavits in connection with obtaining, maintaining, issuing or enforcing said application, said inventions and improvements, and said patents, said equivalents and other legal instrument which may be necessary or desirable to carry out the purposes thereof.

DATE:	<u> </u>	
		DENIS ANDREYEVICH KHOTIMSKY
DATE:	2014.04.17	Liquan YUAN
		LIQUAN YUAN
DATE:	2014.04.17	VE2HI 2HANG
•	1	DEZHI ZHANG

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RECORDED: 06/02/2014