

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3227520

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MARC HOLNESS	12/21/2012
	DAVID WRIGHT MARTIN	12/17/2012
RECEIVING PARTY DATA		
Name:	CIENA CORPORATION	
Street Address:	7035 RIDGE ROAD	
City:	HANOVER	
State/Country:	MARYLAND	
Postal Code:	21076	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14622989
CORRESPONDENCE DATA		
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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Address Line 2:	SUITE 250	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28211	
ATTORNEY DOCKET NUMBER:	10.2135.CON	
NAME OF SUBMITTER:	CHRISTOPHER L. BERNARD	
SIGNATURE:	/Christopher L. Bernard/	
DATE SIGNED:	02/16/2015	
Total Attachments: 2		
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source=10_2135_Assignment#page2.tif		

ASSIGNMENT

WHEREAS, **Marc HOLNESS** and **David Wright MARTIN** (hereinafter referred to as "ASSIGNORS") have invented certain new and useful improvements in an invention entitled:

DYNAMIC PACKET TRAFFIC PERFORMANCE ADJUSTMENT SYSTEMS AND METHODS

for which U.S. Patent Application No. 13/724,204 was filed on 12/21/2012.

WHEREAS, **CIENA CORPORATION**, 7035 Ridge Road, Hanover, MD 21076 USA (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right, title, and interest in and to said invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, in accordance with obligations entered into pursuant to an Employment Agreement or other agreement and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby sell, transfer and assign to said ASSIGNEE, and to ASSIGNEE'S successors and assigns, ASSIGNORS' entire right, title, and interest in and to said invention and improvements invented and originated by ASSIGNORS in the United States and its territorial possessions and in any and all foreign countries and to all Letters Patent or similar legal protections in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any application claiming priority to/from the application, or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension, or reissue thereof or any legal equivalent thereof in a foreign country for the full term(s) for which the same may be granted; and authorize and request the Commissioner for Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereof, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and/or enforce said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, we have hereunto set hand and signed on the date indicated below:



Marc HOLNESS

Date: 21 Dec 2012

David Wright MARTIN

Date: _____

ASSIGNMENT

WHEREAS, **Marc HOLNESS** and **David Wright MARTIN** (hereinafter referred to as "ASSIGNORS") have invented certain new and useful improvements in an invention entitled:

DYNAMIC PACKET TRAFFIC PERFORMANCE ADJUSTMENT SYSTEMS AND METHODS

for which U.S. Patent Application No. _____ was filed on _____.

WHEREAS, **CIENA CORPORATION**, 7035 Ridge Road, Hanover, MD 21076 USA (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right, title, and interest in and to said invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, in accordance with obligations entered into pursuant to an Employment Agreement or other agreement and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby sell, transfer and assign to said ASSIGNEE, and to ASSIGNEE'S successors and assigns, ASSIGNORS' entire right, title, and interest in and to said invention and improvements invented and originated by ASSIGNORS in the United States and its territorial possessions and in any and all foreign countries and to all Letters Patent or similar legal protections in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any application claiming priority to/from the application, or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension, or reissue thereof or any legal equivalent thereof in a foreign country for the full term(s) for which the same may be granted; and authorize and request the Commissioner for Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereof, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and/or enforce said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, we have hereunto set hand and signed on the date indicated below:

Date: _____
Marc HOLNESS

Date: Dec. 17, 2012
David Wright Martin
David Wright MARTIN