## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DENIS A. KHOTIMSKY	05/29/2014

### **RECEIVING PARTY DATA**

Name:	ZTE (USA) INC.	
Street Address:	33 WOOD AVENUE SOUTH	
Internal Address:	SECOND FLOOR	
City:	ISELIN	
State/Country:	NEW JERSEY	
Postal Code:	08830	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14767838

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	F8978-39002	
NAME OF SUBMITTER:	MAUREEN E. BOOTH	
SIGNATURE:	/Maureen E. Booth/	
DATE SIGNED:	08/13/2015	

# **Total Attachments: 2**

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PATENT 503436057 REEL: 036322 FRAME: 0726

Attorney Docket No.: F8978-39000

#### ASSIGNMENT

THIS ASSIGNMENT, by Denis A. Khotimsky, residing at 27 Glen St., Westborough, MA 01581, (hereinafter referred to as the assignor), witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in METHOD AND APPARATUS OF DOWNSTREAM FORWARD ERROR CORRECTION ON-OFF CONTROL IN XG-PON1 AND NG-PON2 TWDM-PON SYSTEMS, set forth in a provisional application for Letters Patent of the United States as U.S. Patent Application Number: 61/769,057, filed February 25, 2013, and

WHEREAS, ZTE (USA) Inc., a corporation duly organized under and pursuant to the laws of New Jersey and having its principal place of business at 33 Wood Avenue South, Second Floor, Iselin, New Jersey 08830 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in exchange for good and sufficient consideration, the receipt of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, any and all regular patent applications based thereon, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any

Attorney Docket No.: F8978-39000

Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignce, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

2

RECORDED: 08/13/2015