

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3640093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SATYAJEET AHUJA	09/19/2014
PING PAN	08/10/2010
RAJAN RAO	05/21/2015
BIAO LU	05/26/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	INFINERA CORP.
<b>Street Address:</b>	140 CASPIAN CT.
<b>City:</b>	SUNNYVALE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94089
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13931439
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(240)264-5501
<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>	
<b>Phone:</b>	240-264-5458
<b>Email:</b>	patents@infinera.com, docketing@dunlapcoddling.com
<b>Correspondent Name:</b>	INFINERA CORPORATION DAVID SOLTZ
<b>Address Line 1:</b>	9005 JUNCTION DRIVE
<b>Address Line 4:</b>	ANNAPOLIS JUNCTION, MARYLAND 20701
<b>ATTORNEY DOCKET NUMBER:</b>	P434 - 3568.069
<b>NAME OF SUBMITTER:</b>	MARC A. BROCKHAUS
<b>SIGNATURE:</b>	/marcabrockhaus/
<b>DATE SIGNED:</b>	12/02/2015
<b>Total Attachments: 13</b>	
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## **ASSIGNMENT**

WHEREAS: Satyajeeet Ahuja, an individual residing at 19608 Pruneridge Ave., Apt # 8202, Cupertino, CA 95014; Ping Pan, an individual residing at 373 River Oaks Circle, #2208, San Jose, CA 95134; Rajan Rao, an individual residing at 5433 Ontario Cmn, Fremont, CA 94555; and Biao Lu, an individual residing at 20029 Glasgow, Saratoga, CA 95070 (hereinafter referred to as ASSIGNORS), have invented and own a certain invention entitled: A METHOD TO RE-PROVISION BANDWIDTH IN P-OTN NETWORK BASED ON CURRENT TRAFFIC DEMAND, for which Letters Patent of the United States was filed on June 28, 2013, identified as U.S. Serial No. 13/931,439;

WHEREAS: Infinera Corp., a corporation organized and existing under the laws of the State of Delaware, having its principal office and place of business at 140 Caspian Ct, Sunnyvale, CA 94089 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

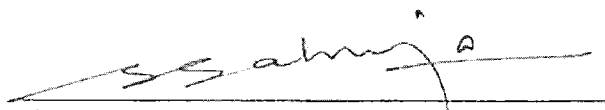
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right, but not limited to, suing and collecting damages for past infringements, and to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection 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 continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNORS further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents 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 representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 19 day of sept 2014.

  
\_\_\_\_\_  
Satyajeet Ahuja

IN WITNESS WHEREOF, I have hereunto set hand and seal this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Ping Pan

IN WITNESS WHEREOF, I have hereunto set hand and seal this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Rajan Rao

IN WITNESS WHEREOF, I have hereunto set hand and seal this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Biao Lu

testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

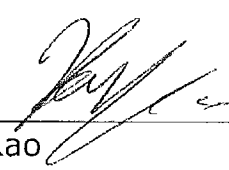
IN WITNESS WHEREOF, I have hereunto set hand and seal this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Satyajeet Ahuja

IN WITNESS WHEREOF, I have hereunto set hand and seal this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Ping Pan

IN WITNESS WHEREOF, I have hereunto set hand and seal this <sup>24</sup> day of ~~May~~ 2014. 2015

  
\_\_\_\_\_  
Rajan Rao

IN WITNESS WHEREOF, I have hereunto set hand and seal this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Biao Lu

testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Satyajeeet Ahuja

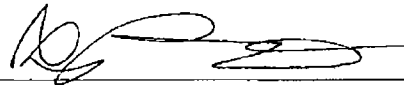
IN WITNESS WHEREOF, I have hereunto set hand and seal this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Ping Pan

IN WITNESS WHEREOF, I have hereunto set hand and seal this \_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Rajan Rao

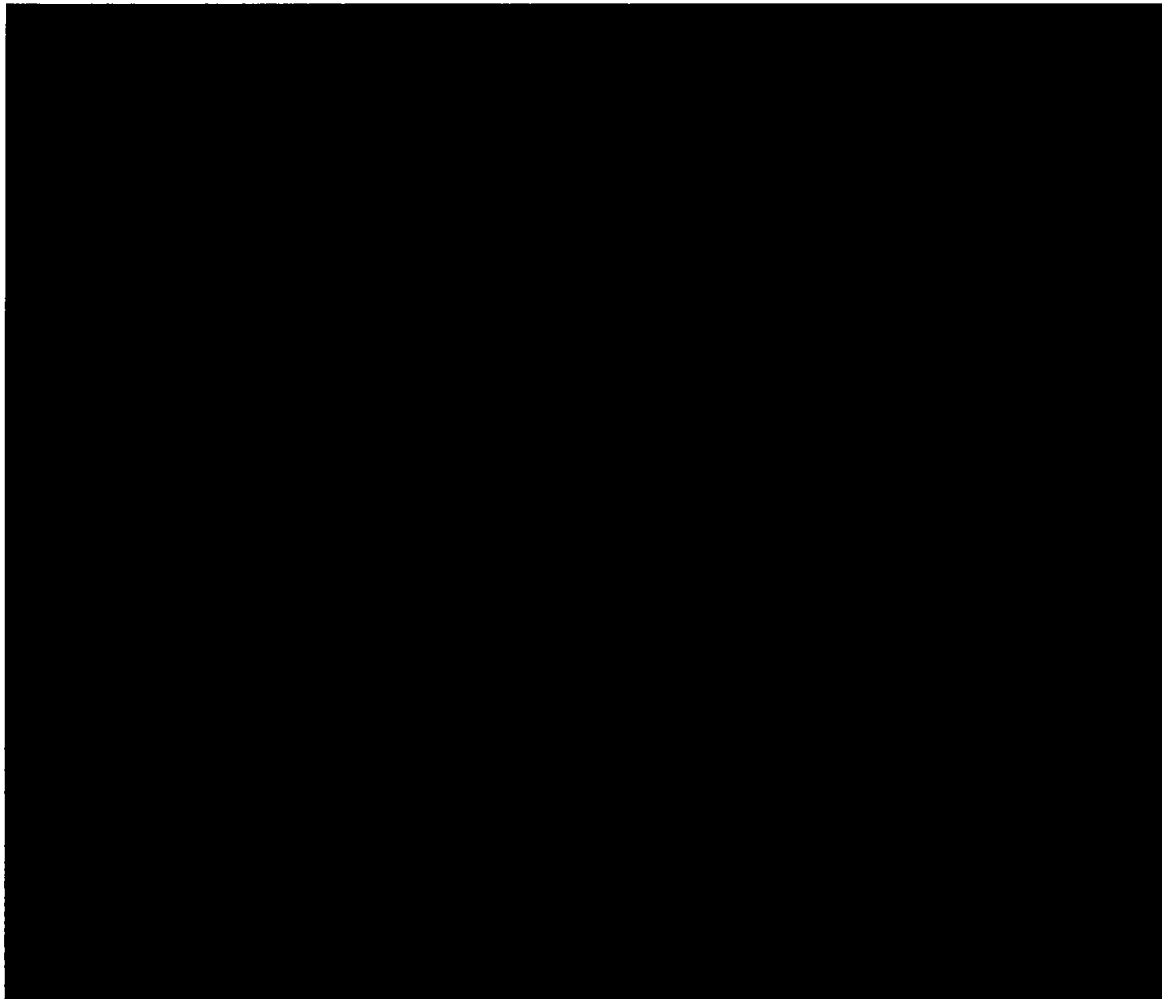
IN WITNESS WHEREOF, I have hereunto set hand and seal this 26 day of May 2014. *S*

  
\_\_\_\_\_  
Biao Lu

**INFINERA CORPORATION  
CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT  
(For Employees)**

As a condition of my becoming employed (or my employment being continued) by or retained as a consultant (or my consulting relationship being continued) by Infinera Corporation, Inc., a Delaware corporation or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment or consulting relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Employment or Consulting Relationship.** I understand and acknowledge that this Agreement does not alter, amend or expand upon any rights I may have to continue in the employ of, or in a consulting relationship with, or the duration of my employment or consulting relationship with, the Company under any existing agreements between the Company and me or under applicable law. Any employment or consulting relationship between the Company and me, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the "Relationship."






5. Inventions.

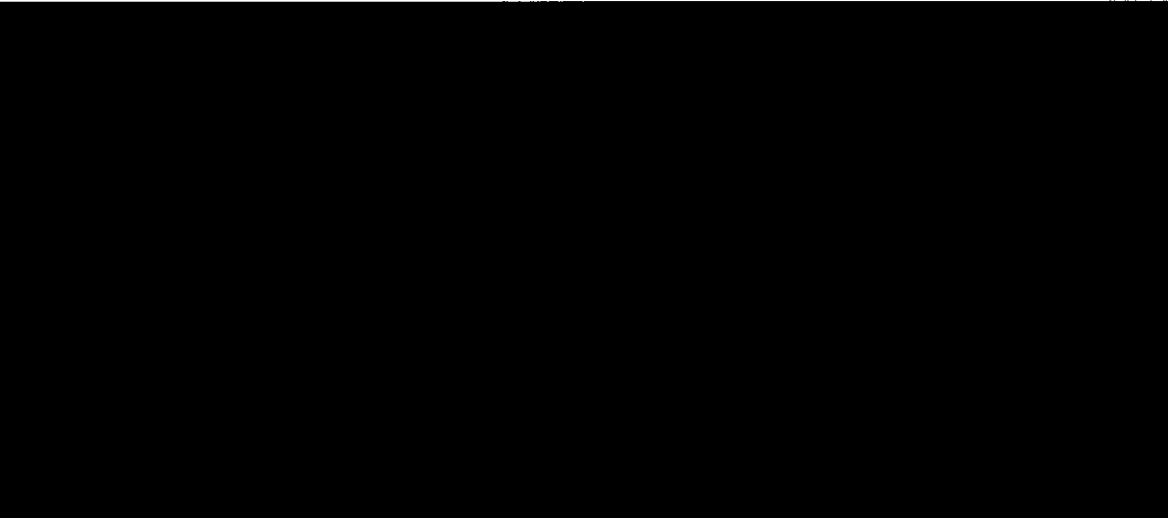


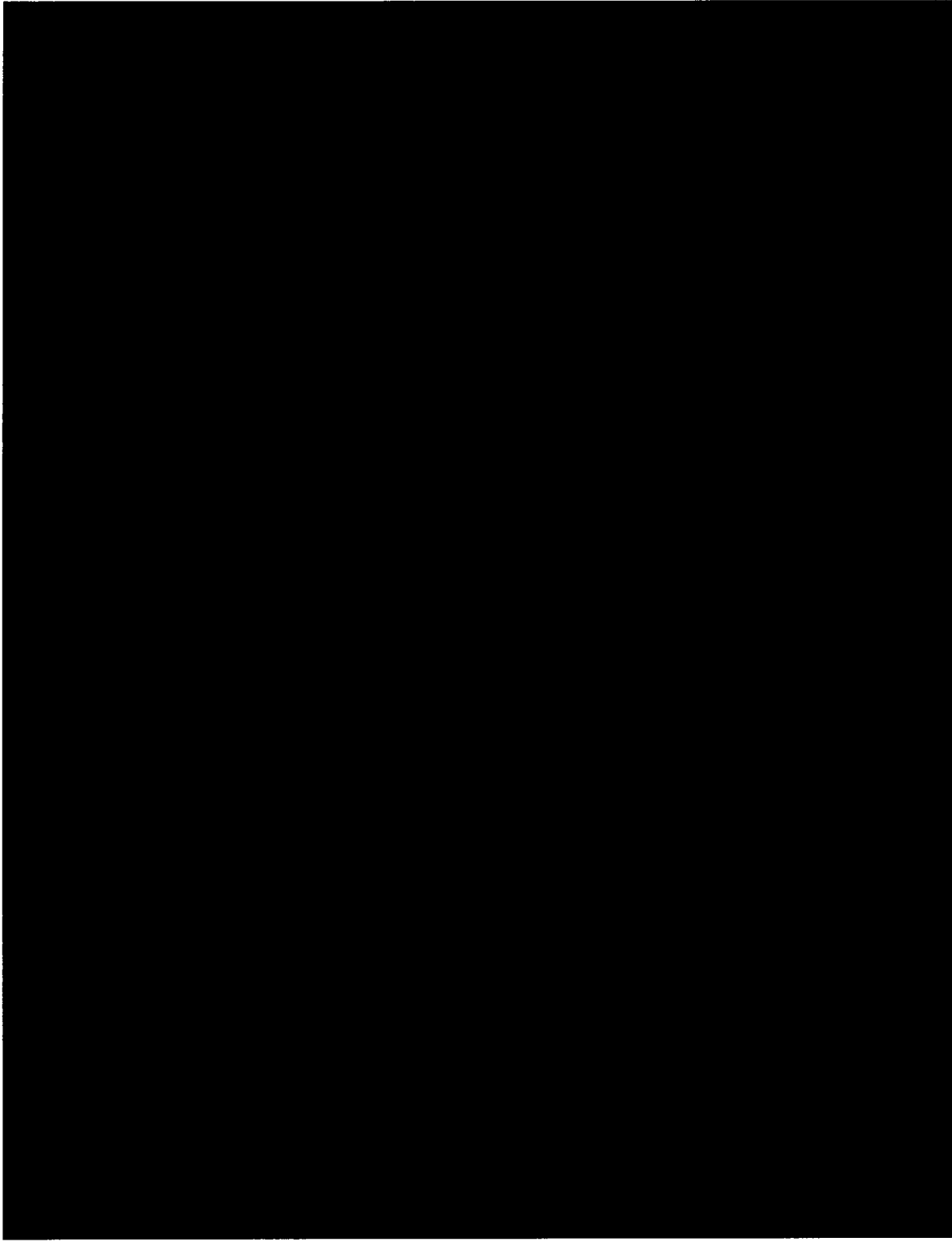
(b) Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time in which I am employed by or a consultant of the Company (collectively referred to as "Inventions"), except as provided in Section 5(e) below. I further acknowledge that all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary (if I am an employee) or by such amounts paid to me under any applicable consulting agreement or consulting arrangements (if I am a consultant), unless regulated otherwise by the mandatory law of the state of California.





(d) **Patent and Copyright Rights.** I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company, or its designee's, rights in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company or its designee is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents, copyright, mask works or other registrations covering Inventions or original works of authorship assigned to the Company or its designee as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright or other registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to the Company or such designee.

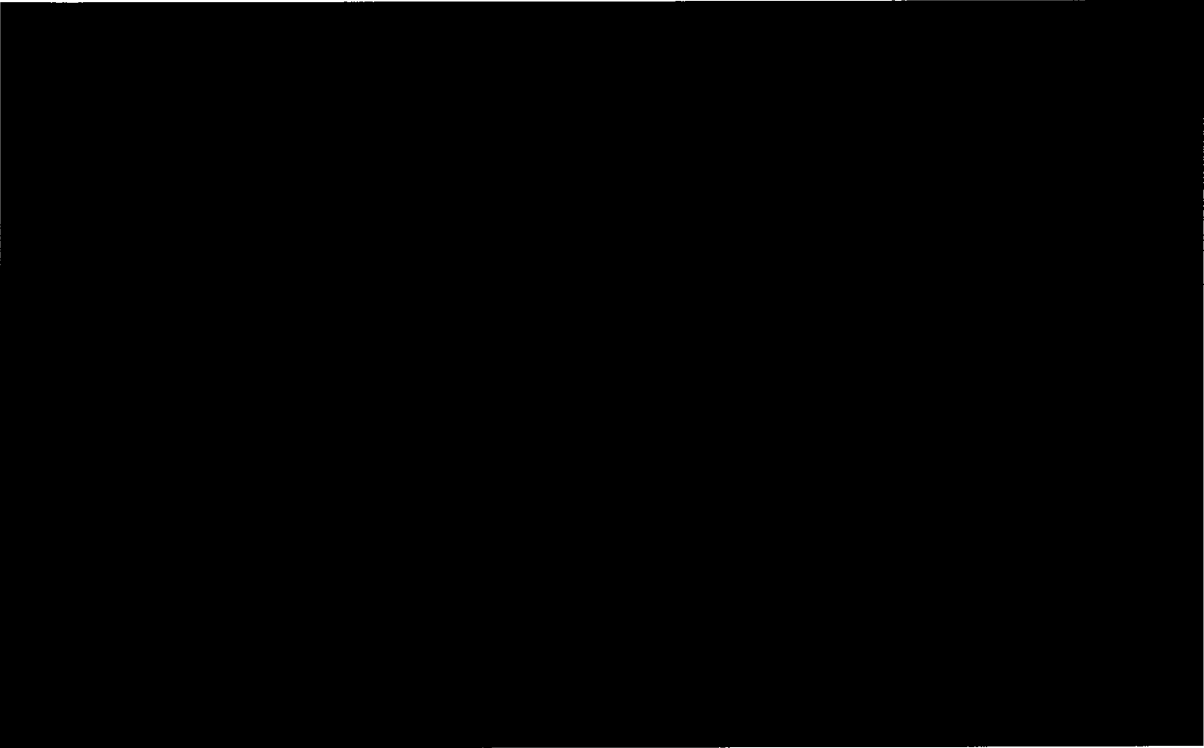




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**PATENT**  
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**PATENT**  
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The parties have executed this Agreement on the respective dates set forth below:

COMPANY:

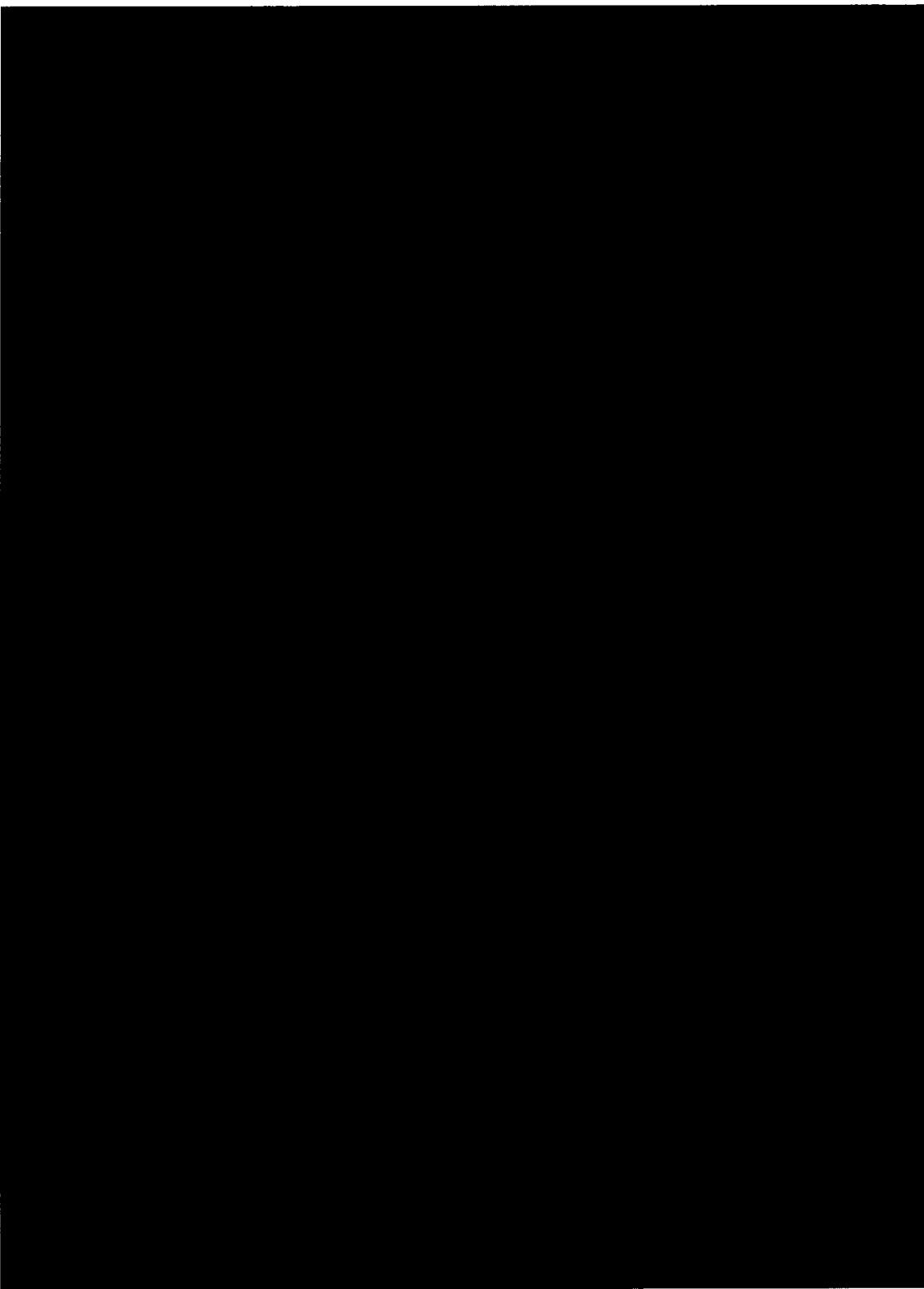
INFINERA CORPORATION

By: [Signature]  
Name: Kim Nguyen  
Title: HRSC  
Date: 8/14/10

EMPLOYEE:

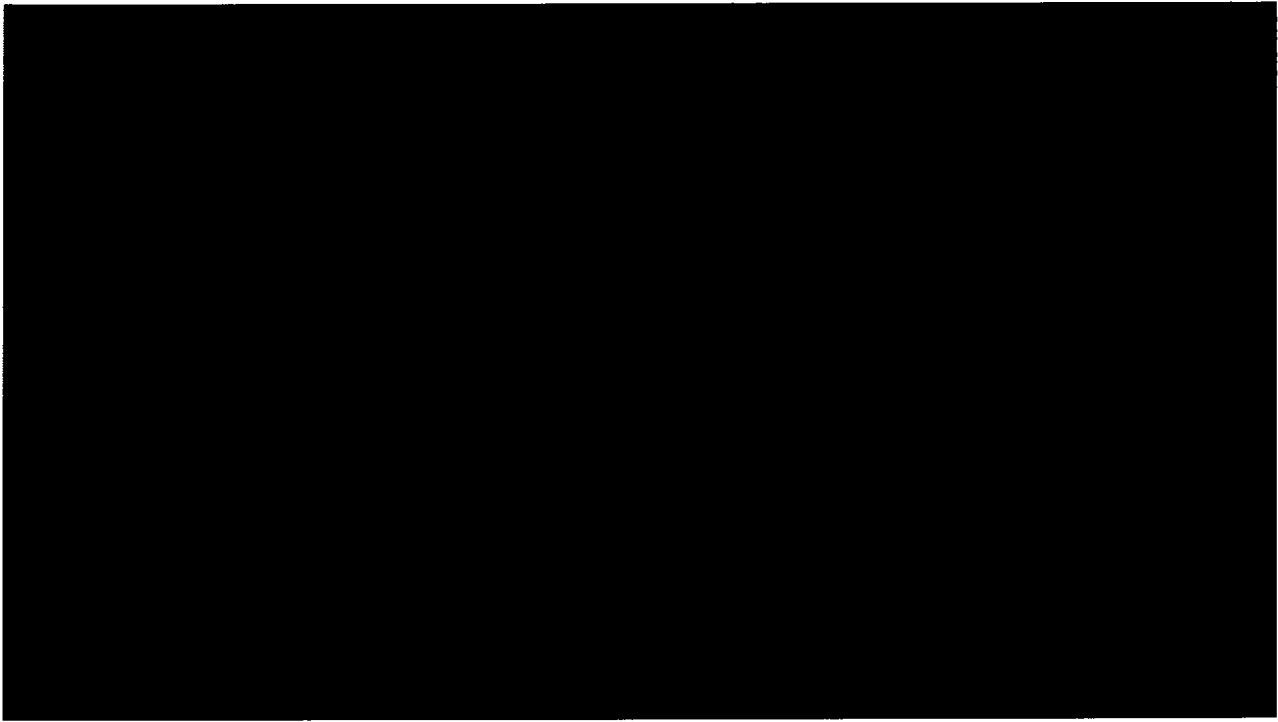
[Signature], an Individual  
[Signature]  
Signature

Date: 8/10/2010  
Address: 373 Row Date Circle  
Apt. 2208  
San Jose, CA 95134



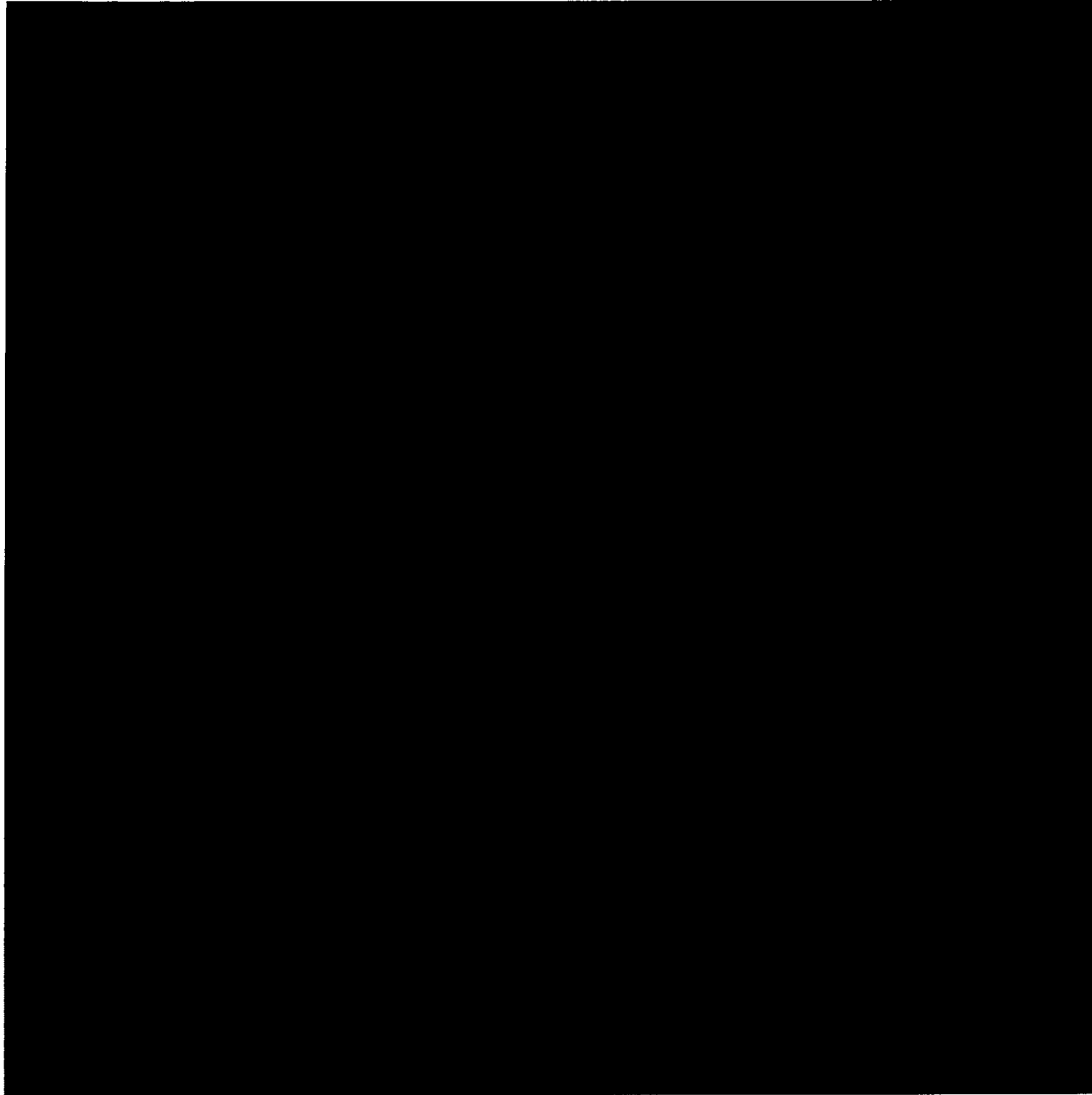
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**PATENT**  
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**PATENT**  
**REEL: 037193 FRAME: 0093**



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