

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3670394

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MERITON NETWORKS, INC.	05/01/2012
RECEIVING PARTY DATA		
Name:	XTERA COMMUNICATIONS, INC.	
Street Address:	500 W. BETHANY DRIVE	
Internal Address:	SUITE 100	
City:	ALLEN	
State/Country:	TEXAS	
Postal Code:	75013	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	12259946
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	request@slwip.com	
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.	
Address Line 1:	PO BOX 2938	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0938	
ATTORNEY DOCKET NUMBER:	3080.C04US2	
NAME OF SUBMITTER:	LESLIE J. ANTONSEN	
SIGNATURE:	/Leslie J. Antonsen/	
DATE SIGNED:	12/22/2015	
Total Attachments: 3		
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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 3080.C04US2

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MERITON NETWORKS, INC.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: May 1, 2012

2. Name and address of receiving party(ies):

Name: XTERA COMMUNICATIONS, INC.

Street Address: 500 W. BETHANY DRIVE
Suite 100

City: Allen State: Texas Zip: 75013

Country: United States of America

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 12/259,946, filed October 28, 2008

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ronald E. Gerber

Address:

Schwegman Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ronald E. Gerber/Reg. No. 57,166 /Ronald E. Gerber/ December 22, 2015
Name of Person Signing Signature Date

Total number of pages including cover sheet: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 037351 FRAME: 0763

CORPORATE TO CORPORATE ASSIGNMENT

THIS AGREEMENT is effective as of the date noted below, whereby Meriton Networks US, Inc. agrees to lawfully assign numerous patents to Meriton Networks, Inc.

WHEREAS, Meriton Networks, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware, having its place of business at 500 W. Bethany Drive, Ste 100, Allen, TX 75013, ("Meriton" or "Assignor") is the lawful assignee in all rights, title and interest in the inventions described in the attached schedule (hereinafter, "Said Inventions");

WHEREAS, Xtera Communications, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware, having its place of business at 500 W. Bethany Drive, Ste 100, Allen, Texas 75013 ("Assignee"), is desirous of acquiring right, title and interest in and to Said Inventions disclosed herein, and in and to all embodiments of the inventions, heretofore conceived, made or jointly discovered or severally by the inventors, and in and to any and all patents, inventor's certificates and other forms of protection there on granted in the United States and foreign countries.

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency is hereby acknowledged, the Assignor and Assignee agree as follows:

1. The Assignor does hereby sell, assign, transfer and convey unto the Assignee all rights, titles and interests in and to (a) Said Inventions; (b) all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) any and all applications filed and any and all patents granted on Said Inventions in the United States or any foreign country, including each and every application filed and each and every patent granted on any application that is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) each and every reissue or extensions of any of said patents.
2. The Assignor hereby covenants and agrees to cooperate with the Assignee to enable the Assignee, to enjoy to the fullest extent provided by law, the rights, titles, and interests herein conveyed in the United States and foreign countries. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents giving testimony, execution of petitions, oaths, specifications, declarations or other paper, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in the Assignee the rights, titles and interests herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissue of any of said patents; (e) for interference or other priority proceedings involving Said Inventions; and (f) for legal proceedings involving Said Inventions and any applications therefor and any patents granted thereon, including and without limitation, reissues and reexaminations, opposition proceedings, cancellation proceedings, priority requests, public use proceedings, infringement actions and court actions.
3. The terms and covenants of this assignment shall inure to the benefit of the Assignee, its successors, assigns, and other legal representatives, and shall be binding upon the Assignor, its successors, assigns, and other legal representatives.
4. The Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

PATENT
REEL: 028541 FRAME: 0893

PATENT
REEL: 037351 FRAME: 0764

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument to the Assignee as of the effective date written below.

Date: May 1, 2012

ASSIGNOR NAME: Morton Networks, Inc.

By: 

Name: Paul J. Colan

Title: Director

RECORDED: 07/05/2012

PATENT
REEL: 028541 FRAME: 0894

RECORDED: 12/22/2015

PATENT
REEL: 037351 FRAME: 0765