

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3728707

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVIDE D FORTUSINI	12/18/2015
JERALD LEE OVERCASH	12/04/2015
RECEIVING PARTY DATA	
Name:	CORNING OPTICAL COMMUNICATIONS LLC
Street Address:	800 17TH STREET NW
City:	HICKORY
State/Country:	NORTH CAROLINA
Postal Code:	28601
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14950465
CORRESPONDENCE DATA	
Fax Number:	(828)901-5206
<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>	
Phone:	(828) 901-6775
Email:	HIRTEW@CORNING.COM
Correspondent Name:	CORNING OPTICAL COMMUNICATIONS LLC
Address Line 1:	LAW DEPARTMENT - INTELLECTUAL PROPERTY
Address Line 2:	SP-TI-03-1
Address Line 4:	CORNING, NEW YORK 14831
ATTORNEY DOCKET NUMBER:	HI15-101Z
NAME OF SUBMITTER:	MICHAEL E. CARROLL, JR.
SIGNATURE:	/Michael E. Carroll, Jr./
DATE SIGNED:	02/05/2016
Total Attachments: 11	
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ASSIGNMENT

FOR VALUE RECEIVED, I, as a below named inventor, hereby sell, assign and transfer unto CORNING OPTICAL COMMUNICATIONS LLC, a corporation organized and existing under the laws of the State of North Carolina, having its principal place of business at Hickory, North Carolina, (hereinafter CORNING), as assignee, and unto its successors, assigns and legal representatives, the entire right, title and interest, for all countries, in and to certain inventions relating to a **BACKPLANE OPTICAL CONNECTORS AND OPTICAL CONNECTIONS INCORPORATING THE SAME**, such inventions being generally described in an application for Letters Patent of the United States executed on

DATE 12/18/2015
DATE 12/4/2015

and in any future patent applications claiming the benefit of the filing date of that application, and all the rights and privileges under any and all Letters Patents that may be granted therefore.

I request that any and all patents for said inventions be issued to CORNING, its successors, assigns and legal representatives, or to such nominees as CORNING may designate.

I agree that, when requested, I will, without charge to CORNING and at CORNING's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in CORNING, its successors, assigns and legal representatives or nominees.

I authorize and empower CORNING, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for said Convention or entered as a supplement to, and to invoke and claim such right of priority without further written or oral authorization.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of CORNING, or its successors, assigns and legal representatives or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it or entered as a supplement to it.

I covenant with CORNING, its successors, assigns and legal representatives or nominees, that the rights and property herein conveyed are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

Signed this

12/18/15
Date

Daive Domenico Fortusini
Daive Domenico Fortusini

Date

Jerald Lee Overcash

State of New York)
: ss.
County of Steuben)

On the 18th day of December 2015, before me personally came **Daive Domenico Fortusini** known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Maria Grace Wilson
Notary Public

**MARIA GRACE WILSON
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN STEUBEN COUNTY NO. 01W16314355
MY COMMISSION EXPIRES NOVEMBER 3, 2017**

State of North Carolina)
: ss.
County of Catawba)

On the ____ day of _____ 2015, before me personally came **Jerald Lee Overcash** known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Notary Public

ASSIGNMENT

FOR VALUE RECEIVED, I, as a below named inventor, hereby sell, assign and transfer unto CORNING OPTICAL COMMUNICATIONS LLC, a corporation organized and existing under the laws of the State of North Carolina, having its principal place of business at Hickory, North Carolina, (hereinafter CORNING), as assignee, and unto its successors, assigns and legal representatives, the entire right, title and interest, for all countries, in and to certain inventions relating to a **BACKPLANE OPTICAL CONNECTORS AND OPTICAL CONNECTIONS INCORPORATING THE SAME**, such inventions being generally described in an application for Letters Patent of the United States executed on

DATE _____
DATE _____

and in any future patent applications claiming the benefit of the filing date of that application, and all the rights and privileges under any and all Letters Patents that may be granted therefore.

I request that any and all patents for said inventions be issued to CORNING, its successors, assigns and legal representatives, or to such nominees as CORNING may designate.

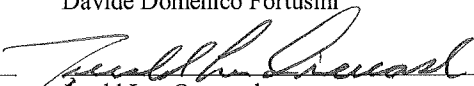
I agree that, when requested, I will, without charge to CORNING and at CORNING's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in CORNING, its successors, assigns and legal representatives or nominees.

I authorize and empower CORNING, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for said Convention or entered as a supplement to, and to invoke and claim such right of priority without further written or oral authorization.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of CORNING, or its successors, assigns and legal representatives or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it or entered as a supplement to it.

I covenant with CORNING, its successors, assigns and legal representatives or nominees, that the rights and property herein conveyed are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

Signed this

_____	_____
Date	Davide Domenico Fortusini
<u>12-4-2015</u>	
_____	_____
Date	Jerald Lee Overcash

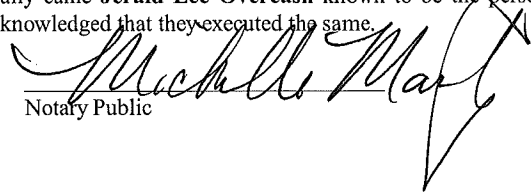
State of New York)
: ss.
County of Steuben)

On the ____ day of _____ 2015, before me personally came **Davide Domenico Fortusini** known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Notary Public

State of North Carolina)
: ss.
County of Catawba)

On the 4 day of Dec. 2015, before me personally came **Jerald Lee Overcash** known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same.



Notary Public



I covenant with CORNING, its successors, assigns and legal representatives or nominees, that the rights and property herein conveyed are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

Signed this

Date

_____(Deceased)_____
James Phillip Luther

SEE ATTACHED

James P. Luther Assignment and Corporate Name Changes

James P. Luther expressly assigned his rights in U.S. and foreign patents to Corning Optical Communications LLC (formerly known as Siecor Corporation) in the Employment Agreement dated January 31, 1983, as discussed in paragraph 3c) of the Agreement. A copy of the Employment Agreement is attached.

Specifically, in paragraph 3 and, in particular, paragraph 3c) of the Agreement, Mr. Luther assigned (and agreed to assign) his rights to Siecor Corporation for all of his rights to such inventions and applications to U.S. and foreign patents made or conceived by Mr. Luther. Paragraph 3 also required Mr. Luther to assign all of his rights to inventions that occurred within one (1) year after termination of his employment if the invention is based on or related to confidential information of the company.

Below is a summary of the corporate name changes from Siecor Corporation to Corning Optical Communication LLC and attached are the corporation documents filed with the State of North Carolina. Mr. Luther was employed by the corporations listed below.

Siecor Corporation (03/30/1981)

- James P. Luther signs employment Agreement assigning invention rights to Siecor Corporation

Siecor Operations, LLC (11/20/1997)

- Siecor Corporation and Siecor International Corporation organize as Siecor Operations, LLC

Corning Cable Systems LLC (06/01/2000)

- Siecor Operations LLC changes name to Corning Cable Systems LLC

Corning Optical Communications LLC (12/31/2013)

- Corning Cable Systems LLC changes name to Corning Optical Communications LLC

AGREEMENT

AGREEMENT made this 31st day of JANUARY, 1983 between Siecor Corporation, a Delaware corporation, having a place of business at 1928 Main Avenue, SE, Hickory, North Carolina ("Siecor Corporation" herein), and JAMES P. LUTHER, residing at HICKORY, NC ("employee" herein).

WHEREAS, the employee desires to be employed by Siecor Corporation and Siecor Corporation desires to employ the employee in a capacity in which he may receive or contribute to confidential information, as hereinafter defined;

NOW, THEREFORE, in consideration of such employment, and other good and valuable consideration, it is agreed:


1. As used in this agreement:
 - a) "Siecor Corporation" means Siecor Corporation, its successors and assigns, and any of its present or future subsidiaries, or organizations controlled by, controlling, or under common control with it.
 - b) "Confidential Information" means information disclosed to the employee or known by the employee as a consequence of or through his employment by Siecor Corporation, not generally known in the industry in which Siecor Corporation is or may become engaged, about Siecor Corporation's products, processes and services, including information relating to research, development, inventions, manufacturing, purchasing, forecasting, accounting, engineering, marketing, merchandising and selling.
 - c) "Inventions" means discoveries, concepts and ideas, whether patentable or not, including but not limited to processes, methods, formulas, and techniques, as well as improvements thereof or know-how related thereto, concerning any past, present or prospective activities of Siecor Corporation with which the employee is acquainted as a result of his employment by Siecor Corporation.
 - d) "Conflicting Organization" means any person or organization engaged in or about to become engaged in research on or development, production, marketing, or selling of a Conflicting Product.
 - e) "Conflicting Product" means any product, process or service of any person or organization other than Siecor Corporation, in existence or under development, which resembles or competes with a product, process, or service upon or with which the employee works during the five years prior to the termination of his employment by Siecor Corporation or about which the employee acquires confidential information.
2. While the employee is employed by Siecor Corporation he/she shall faithfully and to the best of his/her ability perform and render such services and perform such duties for Siecor Corporation as it shall direct, and shall devote all of his/her working time to such working services and duties.
3. With respect to inventions made or conceived by the employee, whether or not during the hours of his/her employment or with the use of Siecor Corporation's facilities or materials, or personnel, either solely or jointly with others during his/her employment by Siecor Corporation or within one (1) year after termination of such employment if based on or related to Confidential Information, without royalty or any other consideration to him/her therefor:
 - a) The employee shall inform Siecor Corporation promptly and fully of such inventions by a written report setting forth in detail the procedures employed and the results achieved. The report will be submitted by the employee upon completion of any studies or research projects undertaken on Siecor Corporation's behalf, whether or not in the employee's opinion a given project has resulted in an invention.
 - b) The employee shall apply, at Siecor Corporation's request and expense, for United States and foreign letters patent, either in the employee's name or otherwise as Siecor Corporation shall desire.
 - c) The employee hereby assigns and agrees to assign to Siecor Corporation all of his/her rights to such inventions and applications to United States and/or foreign letters patent and to United States and/or foreign letters patents granted upon such inventions.
 - d) The employee shall acknowledge and deliver promptly to Siecor Corporation without charge to Siecor Corporation but at its expense, such written instruments and to do such other acts, such as giving testimony and support of the employee's inventorship, as may be necessary in the opinion of Siecor Corporation to obtain and maintain United States and/or foreign letters patent and to vest the entire right and title thereto in Siecor Corporation.
 - e) Siecor Corporation shall also have the royalty-free right to use in its business to make, use, sell, lease, barter, have made products, processes and/or services derived from any inventions, discoveries, concepts and ideas, whether or not patentable, including but not limited to formulas, methods, processes and techniques as well as improvements thereof or know-how related thereto, which are not within the scope of inventions as defined herein but which are conceived or made by the employee during the hours which he is employed by the company or with use or assistance of Siecor Corporation's facilities or materials and personnel.
4.
 - a) Except as required in his/her duties to Siecor Corporation, the employee will never, either directly or indirectly use, disseminate, disclose, lecture upon or publish articles concerning any confidential information.
 - b) Upon termination of his/her employment with Siecor Corporation, all documents, records, notebooks, and similar repositories of or containing confidential information, including copies thereof, then in the employee's possession, whether prepared by him/her or others, will be identified by the employee and left with Siecor Corporation, after first advising Siecor Corporation of their physical location.
 - c) Except as listed in Exhibit A annexed hereto, the employee will not assert any rights under any inventions, discoveries, concepts or ideas or improvements thereof, or know-how relating thereto, as having been made or acquired by him/her prior to his/her being employed by Siecor Corporation or since then and not otherwise covered by the terms of this agreement. It is to be conclusively presumed that the absence of any Exhibit A annexed hereto shall be deemed conclusive evidence of the absence of any such rights.
 - d) For a period of three (3) years after the termination of his/her employment with Siecor Corporation, the employee will not render services, either directly or indirectly, to any conflicting organization without first notifying Siecor Corporation in writing of his/her intention to do so.
 - e) Any invention, improvement, discovery, trade secret or writing created or made using any portion of Siecor Corporation's time, money, materials, tools, apparatus or any other resource, is conclusively deemed to be the property of Siecor Corporation. All Confidential Information in the possession of or known to the employee shall be kept by such employee in trust and confidence and shall not be made known to anyone who has not entered into an agreement similar to the instant agreement. However, such may be released by Siecor Corporation upon application for release in writing by the employee to Siecor Corporation in Siecor Corporation's sole discretion. In the event that a release is issued by Siecor Corporation to the employee, Siecor Corporation shall retain a royalty-free, non-exclusive license for itself, its successors and nominees, to make, use and sell, lease, have made or barter said invention, improvement, discovery, trade secret or writing and the employee is to do no act that may harm, destroy or diminish Siecor Corporation's right to make use of said invention, improvement, trade secret, discovery or writing.
5. This agreement shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, successors, nominees and/or assigns.
6. This agreement shall be governed for all purposes by the laws of the State of North Carolina. If any provision of this agreement is declared void, such provision shall be deemed severed from this agreement and shall otherwise remain in full force and effect.
7. Any dispute or controversy arising from or relating to this agreement shall be decided by arbitration in the City of Hickory, North Carolina by the American Arbitration Association in accordance with the rules and regulations of that association. At the request of either Siecor Corporation or the employee, arbitration proceedings will be conducted in the utmost secrecy. In such case, all documents, testimony, records shall be received, heard and maintained by the arbitrators in secrecy, available for inspection only by Siecor Corporation or by the employee and by their respective attorneys and they shall agree, in advance in writing, to receive all such information confidentially and to maintain such information in secrecy until such information shall become generally known.

IN WITNESS WHEREOF, we hereby set our hands and seals as of the date first above written.

(Corporate Seal)

ATTES

SIECOR CORPORATION




Employee

PATENT

REEL: 037674 FRAME: 0147

State of North Carolina
Department of the Secretary of State

Limited Liability Company
AMENDMENT OF ARTICLES OF ORGANIZATION

Pursuant to §57D-2-22 of the General Statutes of North Carolina, the undersigned limited liability company hereby submits the following Articles of Amendment for the purpose of amending its Articles of Organization.

1. The name of the limited liability company is: CORNING CABLE SYSTEMS LLC

2. The text of each amendment adopted is as follows (attach additional pages if necessary):
Numbered paragraph 1 of the Articles of Organization is hereby amended to read as follows: The name of the limited liability company is CORNING OPTICAL COMMUNICATIONS LLC

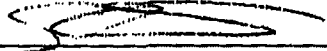
3. (Check either a or b, whichever is applicable)

a. The amendment(s) was (were) duly adopted by the unanimous vote of the organizers of the limited liability company prior to the identification of initial members of the limited liability company.

b. The amendment(s) was (were) duly adopted by the unanimous vote of the members of the limited liability company or was (were) adopted as otherwise provided in the limited liability company's Articles of Organization or a written operating agreement.

4. These articles will be effective upon filing, unless a date and/or time is specified: _____

This the 31st day of December, 20 13.

CORNING CABLE SYSTEMS LLC
Name of Limited Liability Company

Signature
Steven W. Morris, Secretary
Type or Print Name and Title

NOTES:
1. Filing fee is \$50. This document must be filed with the Secretary of State.

(Revised January 2000)
CORPORATIONS DIVISION

P. O. BOX 29622

(Form L-17)
RALEIGH, NC 27626-0622

20 147 9052

State of North Carolina
Department of the Secretary of State

SOSID: 0443538
Date Filed: 5/30/2000 6:12 PM
Effective: 6/1/2000
Elaine F. Marshall
North Carolina Secretary of State

**CERTIFICATE OF AMENDMENT
SIECOR OPERATIONS, LLC
AMENDMENT OF ARTICLES OF ORGANIZATION**

Pursuant to §57C-2-22 of the General Statutes of North Carolina, the undersigned limited liability company hereby submits the following Articles of Amendment for the purpose of amending its Articles of Organization.

1. The name of the limited liability company is: **SIECOR OPERATIONS, LLC**
2. The text of the amendment adopted is as follows:

Numbered paragraph 1 of the Articles of Organization is hereby amended to read as follows: The name of the limited liability company is CORNING CABLE SYSTEMS LLC.
3. These articles will be effective June 1, 2000, 12:00:01 A.M., E.S.T.
4. The amendment was duly adopted by the unanimous vote of the members of the limited liability company.

This the 24th day of May, 2000.

SIECOR OPERATIONS, LLC

By: 
K. McNeill Taylor, Jr.
Manager

State of North Carolina
Department of the Secretary of State

0-0443538

FILED

4:00 PM

NOV 25 1997

973299042

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

EFFECTIVE
ELAIN F. MARSHALL
SECRETARY OF STATE
NORTH CAROLINA

Pursuant to §57C-2-20 of the General Statutes of North Carolina, the undersigned does hereby certify the following Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Siecor Operations, LLC

2. The latest date on which the limited liability company is to dissolve is: December 31, 2095

3. The name and address of each organizer executing these articles of organization are as follows:

Siecor Corporation
489 Siecor Park
Hickory, NC 28603-0489

Siecor International Corporation
489 Siecor Park
Hickory, NC 28603-0489

4. The street address and county of the initial registered office of the limited liability company is:

Number and Street 225 Hillsborough Street

City, State, Zip Code Raleigh, NC 27603 County Wake

5. The mailing address if different from the street address of the initial registered office is: N/A

6. The name of the initial registered agent is: CT Corporation System

7. Check one of the following:

(i) Member-managed LLC: all of the members by virtue of their status as members shall be managers of this limited liability company.

(ii) Manager-managed LLC: except as provided by N.C.G.S. §57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members.

8. A manager of the limited liability company shall not be personally liable for monetary damages for breach of any duty provided for in N.C.G.S. § 57C-3-22 (other than liability under N.C.G.S. § 57C-4-07). Any repeal or modification of this paragraph shall be prospective only and shall not diminish the rights or expand the personal liability of a manager of the limited liability company with respect to any act or omission occurring prior to the time of such repeal or modification.

This the 20th day of November, 1997.

SIECOR CORPORATION, Organizer

By: K. McNeill Taylor, Jr.
Signature

K. McNeill Taylor, Jr., Vice President
Type or Print Name and Title

SIECOR INTERNATIONAL CORPORATION, Organizer

By: F. L. Boldon
Signature

Frank L. Boldon, President
Type or Print Name and Title

NOTES:

1. Filing fee is \$125. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.

CORPORATIONS DIVISION

300 N. SALISBURY STREET

RALEIGH, NC 27603-5909

PATENT

REEL: 037674 FRAME: 0150

FILED
APR 21 12 26 PM '81
HEAD OFFICE
SECRETARY OF STATE
NORTH CAROLINA

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY
OF

SUPERIOR CABLE CORPORATION
(NAME OF CORPORATION)

PURSUANT TO THE PROVISIONS OF SECTION 55-149 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED, THE UNDERSIGNED CORPORATION HEREBY APPLIES FOR AN AMENDED CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF NORTH CAROLINA AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

1. THE CORPORATION WAS DOMESTICATED IN NORTH CAROLINA ON THE 1st DAY OF February, 1980, UNDER THE NAME OF SUPERIOR CABLE CORPORATION.

2. ITS CORPORATE NAME HAS BEEN CHANGED TO SIECOR CORPORATION AND THIS IS THE NAME WHICH IT WILL HEREAFTER USE IN THE STATE OF NORTH CAROLINA.

3. IT DESIRES TO PURSUE IN THE TRANSACTION OF BUSINESS IN THE STATE OF NORTH CAROLINA OTHER OR ADDITIONAL PURPOSED THAN THOSE SET FORTH IN ITS PRIOR APPLICATION FOR CERTIFICATE OF AUTHORITY, AS FOLLOWS:

Addition: The manufacture and sale of optical waveguide cable

4. ATTACHED TO THIS APPLICATION IS A DULY AUTHENTICATED COPY OF THE AMENDMENT AUTHORIZING THE CHANGE.

IN TESTIMONY WHEREOF, THIS STATEMENT IS SIGNED BY THE PRESIDENT OR A VICE-PRESIDENT AND THE SECRETARY OR AN ASSISTANT SECRETARY, THIS 30th DAY OF March, 1981.

SIECOR CORPORATION
(NAME OF CORPORATION)
By: [Signature]
John E. Peterson (-----PRESIDENT)
[Signature]
Frank L. Boldon (-----SECRETARY)

STATE OF NORTH CAROLINA
COUNTY OF Lincoln

THIS IS TO CERTIFY THAT ON THIS THE 30th DAY OF March, 1981, PERSONALLY APPEARED BEFORE ME John E. Peterson AND Frank L. Boldon, EACH OF WHOM BEING BY ME FIRST DULY SWORN, DEPOSES AND SAYS THAT HE SIGNED THE FOREGOING "APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY" IN THE CAPACITY INDICATED, AND THAT THE STATEMENTS THEREIN CONTAINED ARE TRUE.

[Signature]
NOTARY PUBLIC

My COMMISSION EXPIRES: 3/29/86