

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3929828

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TERAXION INC.	02/01/2016
9333-9679 QUEBEC INC. (FORMERLY COGO OPTRONICS CANADA INC.)	02/01/2016
RECEIVING PARTY DATA	
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City:	KANATA, ONTARIO
State/Country:	CANADA
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PROPERTY NUMBERS Total: 1	
Property Type	Number
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NAME OF SUBMITTER:	KATE OHALE
SIGNATURE:	/Robert P. Lord/
DATE SIGNED:	06/22/2016
Total Attachments: 10	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment") is entered into as of February 1, 2016 by and among Teraxion Inc., a Québec corporation ("TeraXion"), 9333-9679 Quebec Inc. (formerly Cogo Optronics Canada Inc.), a Québec corporation (together with TeraXion, the "Assignors") and Ciena Canada, Inc., a Canadian corporation (the "Assignee"). This Patent Assignment is being entered into pursuant to that certain Asset Purchase Agreement, dated January 17, 2016, by and among the Assignors, *inter alia*, and the Assignee (the "Asset Purchase Agreement").

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, effective as of the date hereof, the Assignors hereby sell, assign, transfer, convey and deliver to the Assignee all of the right, title and interest that the Assignors possess and have the right to transfer in, to and under the patents and patent applications listed on Schedule A-1 attached hereto (which is incorporated into and made a part of this Patent Assignment) together with (i) any and all continuations, divisionals, and provisionals and patents issuing on any of the foregoing, and all reissues, reexaminations, substitutions, renewals and extensions and other review procedures that, now or hereafter, of, or that arise out of, descend from, or claim priority to, any of the foregoing patents and patent applications, whether directly or indirectly, existing or future; (ii) any and all foreign patents, foreign patent applications, and foreign counterparts, now or hereafter existing, of or that claim priority to, or from which priority is claimed for, any of the foregoing, whether directly or indirectly, existing or future; and (iii) the right to collect royalties, sue and recover damages (including attorney's fees and expenses) or lost profits for any past, present and future infringement, misappropriation, dilution or other violation and the right to register, file, and seek protection in connection with any of the foregoing throughout the world.

This Patent Assignment is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Patent Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will prevail. Nothing contained herein shall be deemed to modify, supersede, enlarge, limit or affect the terms of the Asset Purchase Agreement.

The Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office and the Canadian Intellectual Property Office, as appropriate and desired by Assignee.

Assignors hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all of the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Patent Assignment, and to issue to Assignee or as Assignee may direct all letters patent and other items referred to above which may issue with respect to any patent application included in the Patents, in accordance with this Patent Assignment.

The Assignors hereby agree that they will, at any time and from time to time after the date hereof and at the Assignee's cost, and without further consideration, take, or cause to be taken, such further actions, and execute and deliver such further instruments or documents, as may be reasonably requested by the Assignee to effectuate the purposes of this Patent Assignment; provided, however, that the parties' obligations under this provision shall be subject to any restrictions and limitations as are set forth in the similar provisions of the Asset Purchase Agreement and nothing herein shall be deemed to modify, amend, expand or affect in any way the parties' respective rights and obligations under the Asset Purchase Agreement.

This Patent Assignment is governed by, and must be interpreted and enforced in accordance with the Laws of the province of Quebec and the federal Laws of Canada applicable therein.

This Patent Assignment may be executed and delivered in any number of counterparts (including by facsimile, email or other electronic means), each of which is deemed to be an original, and such counterparts together constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be duly executed by their respective authorized officers as of the date first above written.

CIENA CANADA, INC.

By: 

Name: David M. Rothenstein

Title: Senior Vice President and Secretary

TERAXION INC.

By: _____

Name: Alain-Jacques Simard

Title: Chief Executive Officer

9333-9679 QUEBEC INC.

By: _____

Name: Alain-Jacques Simard

Title: Chief Executive Officer

[Signature page to Patent Assignment]

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Name: Alain-Jacques Simard

Title: Chief Executive Officer

9333-9679 QUEBEC INC.

By: _____

Name: Alain-Jacques Simard

Title: Chief Executive Officer

[Signature page to Patent Assignment]

Patents

See attached.

ROBIC

TERAXION INC.
Client : 000634TeraXion patent portfolio as of December 28, 2015

METHOD AND APPARATUS FOR MEASURING A FACTOR CHARACTERIZING A BALANCED DETECTION DEVICE									
Invention(s):		PAINCHAUD, YVES & POULIN, MICHEL & MORIN, MICHEL							
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number	Due Date(s)	Status	Expire
0145 ACTIVE	UNITED STATES	12/016,137	29-10-2010	61256,026 29-10-2008	TERAXION INC.	26-03-2013 8 406 621		REDACTED	

29- Title	FIBER COUPLING TECHNIQUE ON A WAVEGUIDE									
Inventor(s):	PELLETIER, FRANÇOIS & ROBIDOUX, GUILLAUME & PAINCHAUD, YVES									
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number	Due Date(s)	Status	Expire	
G154 ACTIVE	UNITED STATES	13/550,325	16-07-2012	61569,256 19-07-2011	TERAXION INC.	28-01-2014 8,535,073		REDACTED		

30- Title	COMPACT POLARIZATION-INSENSITIVE OPTICAL RECEIVER									
Inventor(s):	PAINCHAUD, YVES									
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number	Due Date(s)	Status	Expire	
9160 ACTIVE	UNITED STATES	13/735,529	19-01-2013	61559,411 19-01-2012	TERAXION INC.	14-10-2014 9,661,964			REDACTED	

POLARIZATION ROTATOR ASSEMBLY INCLUDING A SUBWAVELENGTH COMPOSITE PORTION									
Inventor(s): PICARD, MARIE-JOSEE & PAINCHAUD, YVES									
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number	Due Date(s)	Status	Expire
0163 ACTIVE	UNITED STATES	14/082,569	27-11-2013	61730,183 27-11-2012	TERAXION INC.	8,948,349 02-02-2015		REDACTED	

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TERAXION INC.
Client : 000634TeraXion patent portfolio as of December 28, 2015

32- Title	ELECTRICAL WAVEGUIDE TRANSMISSION DEVICE FOR USE WITH A MACH-ZEHNDER OPTICAL MODULATOR					
Inventor(s):	PROSYK, KELVIN					
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number
9163 ACTIVE	UNITED STATES	13722,400	20-12-2012	81578,104 22-12-2011	TERAXION INC.	8,917,968 23-12-2014
						REDACTED

33- Title	MACH-ZEHNDER OPTICAL MODULATOR USING A BALANCED COPLANAR STRIPLINE WITH LATERAL GROUND PLANES					
Inventor(s):	PROSYK, KELVIN					
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number
9174 ACTIVE	UNITED STATES	13722,400	20-12-2012	81578,104 22-12-2011	TERAXION INC.	8,917,968 23-12-2014
						REDACTED

34- Title	MACH-ZEHNDER OPTICAL MODULATOR HAVING AN ASYMMETRICALLY-LOADED TRAVELING WAVE ELECTRODE					
Inventor(s):	PROSYK, KELVIN					
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number
9181 ACTIVE	UNITED STATES	14075,854	08-11-2013	81724,785 09-11-2012	TERAXION INC.	9,009,473 14-01-2015
						REDACTED

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TERAXION INC.
Client : 000634TeraXion patent portfolio as of December 28, 2015

35- Title	MACH-ZEHNDER OPTICAL MODULATOR HAVING A TRAVELLING WAVE ELECTRODE WITH A DISTRIBUTED GROUND BRIDGING STRUCTURE									
Inventor(s)	PROSYK, KELVIN & WOODS, IAN NICHOLAS									
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number	Due Date(s)	Status	Expire	
0182 ACTIVE	UNITED STATES	14/061,368	15-11-2013	91724,810 08-11-2012	TERAXION INC.	02-12-2014 9,903,202		REDACTED		

36- Title	MONOLITHIC OPTOELECTRONIC TWO-COMPONENT STRUCTURE									
Inventor(s)	PROSYK, KELVIN & KAISER, RONALD & VELTHAUS, KARL-OTTO									
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Data / Number	Due Date(s)	Fee Estimate / Status	Expire	
0171 ACTIVE	CANADA	2,746,355 PC7763269/808/950	15-12-2009	91122,808 16-12-2008 12639,372	GESSELLSCHAF T.V. and TERAXION					
0174 ACTIVE	CHINA	200904150611 PC7763269/808/950	15-12-2009	91122,808 16-12-2008 12639,372	GESSELLSCHAF T.V. and TERAXION	25-08-2014 ZL 2109 5 012/011.1		REDACTED		
0186 ACTIVE	UNITED STATES	12/639,372	15-12-2009	91122,808 16-12-2008	GESSELLSCHAF T.V. and TERAXION	9-10-2016 10-11-2015				

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TERAXION INC.
Client : 000634

TeraXion patent portfolio as of December 28, 2015

0172 ACTIVE	EUROPE	09 833 821.3 PCT/US2006/068107	15-12-2009	15-12-2008 12/838,372 15-12-2009 PCT/US2006/068107	GESELLSCHAFT E.V. and TERAXION E.V.	REDACTED
0173 ACTIVE	JAPAN	2011-542349 PCT/US2009/008107	15-12-2009	15-12-2008 12/838,372 15-12-2009 PCT/US2009/008107	GESELLSCHAFT E.V. and TERAXION E.V.	REDACTED
0200 ACTIVE	UNITED STATES (DIVISIONAL)	14/876,105	08-10-2015 15-12-2009	08-10-2015 12/838,372 15-12-2009	GESELLSCHAFT E.V. and TERAXION E.V.	REDACTED

37- Title TRAVELING WAVE MACH-ZEHNDER OPTICAL DEVICE						
Inventor(s): PROSYK, KELVIN						
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number
0175 ACTIVE	UNITED STATES	12/833,276	08-12-2008		TERAXION INC.	15-10-2012 8,260,231

38- Title MACH-ZEHNDER MODULATOR WITH BACKPLANE VOLTAGE EQUALIZATION						
Inventor(s): PROSYK, KELVIN						
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number
0166 ACTIVE	UNITED STATES	14/263,461	28-04-2014	81/816,284 28-04-2013	TERAXION INC.	REDACTED

ROBIC

TERAXION INC.
Client : 000634Teraxion patent portfolio as of December 28, 2015

39- Title MACH-ZEHNDER OPTICAL MODULATOR WITH EMBEDDED ACTIVE ELEMENTS						
Inventor(s): PROSYK, KELVIN & HAGLEY, ANDRE						
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number
0193 ACTIVE	UNITED STATES	14/044,836	28-07-2014	610861,397 02-09-2013	TERAXION INC.	
						REDACTED
						Expire

40- Title SPOT-SIZE CONVERTER FOR OPTICAL MODE CONVERSION AND COUPLING BETWEEN TWO WAVEGUIDES						
Inventor(s): PAINCHAUD, YVES & PICARD, MARIE-JOSEE & LATRASSE, CHRISTINE & POULIN, MICHEL						
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number
0195 ACTIVE	UNITED STATES	14/835,602	3/2/2015	610827,665 26-02-2014 610794,140 03-04-2014 610463,058 29-02-2014 610741,160 02-25-2013	TERAXION INC.	
0196 ACTIVE	INTERNATIONAL PCT	PCT/CA2015/050193	3/2/2015		TERAXION INC.	
						REDACTED
						Expire

42- Title CONNECTORIZED OPTICAL CHIP ASSEMBLY						
Inventor(s): PELLETIER, FRANÇOIS & LATRASSE, CHRISTINE & PAINCHAUD, YVES & PICARD, MARIE-JOSEE & POULIN, MICHEL						
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number
0198 ACTIVE	UNITED STATES	14,793,114	7/7/2015	620671,393 07-09-2013	TERAXION INC.	
						REDACTED
						Expire

43- Title OPTICAL COUPLING BETWEEN TWO LASER-FUSED WAVEGUIDES						
Inventor(s): PICARD, MARIE-JOSEE & PAINCHAUD, YVES						
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number
0199 ACTIVE	UNITED STATES	62/552,949 (PCT/CA2015/050193)	8/10/2015		TERAXION INC.	
						REDACTED
						Expire