

PATENT ASSIGNMENT COVER SHEET

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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
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Property Type	Number
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DATE SIGNED:	06/28/2016
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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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.

Teraxion patent portfolio as of December 28, 2015

27- Title	METHOD AND APPARATUS FOR MEASURING A FACTOR CHARACTERIZING A BALANCED DETECTION DEVICE								
Inventor(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 28-10-2008	TERAXION INC.	25-03-2013 8,406,621		REDACTED	

29- Title	FIBER COUPLING TECHNIQUE ON A WAVEGUIDE								
Inventor(s)	BELLETER, FRANÇOIS & ROBIDOUX, GUILLAUME & PAINCHAUD, YVES								
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number	Due Date(s)	Status	Expire
0154 ACTIVE	UNITED STATES	13/550,325	16-07-2012	61569,258 19-07-2011	TERAXION INC.	28-01-2014 8,598,073		REDACTED	

20- 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
0180 ACTIVE	UNITED STATES	13/735,629	19-01-2013	61559,411 18-01-2012	TERAXION INC.	14-10-2014 8,081,989		REDACTED	

31- Title	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
0183 ACTIVE	UNITED STATES	14/082,588	27-11-2013	61730,283 27-11-2012	TERAXION INC.	8,948,349 82,402,7015		REDACTED	

TeraXion 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	14091288	15-11-2013	91724810 98-11-2012	TERAXION INC.	02-12-2014 9,903,202		REDACTED	

36- Title	MONOLITHIC OPTOELECTRONIC TWO-COMPONENT STRUCTURE								
Inventor(s)	PROSYK, KELVIN & KAISER, RONALD & VELYHAUS, KARL-OTTO								
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number	Due Date(s)	Fee Estimate / Status	Expire
0171 ACTIVE	CANADA	2746355 PC17052698869499	15-12-2009	91722808 16-12-2008 12630372 21122308	GESSELLSCHAF E.V. and TERAXION				
0174 ACTIVE	CHINA	20090150811 PC17052698869499	15-12-2009	16-12-2008 12630372 21122308	GESSELLSCHAF E.V. and TERAXION	25-06-2014 ZL 210915 0192611.1		REDACTED	
0186 ACTIVE	UNITED STATES	12630372	15-12-2009	91722808 16-12-2008	GESSELLSCHAF E.V. and TERAXION	9-10-1546 10-11-2015			

Teraxion patent portfolio as of December 28, 2015

Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number	Due Date(s)	Status	Expire
0172 ACTIVE	EUROPE	09 833 821.3 PCT/US2006/068107	10-12-2009	15-12-2008	GESSELLSCHAFT E.V. and TERAXION	15-12-2008 12686372			
0173 ACTIVE	JAPAN	2011-542346 PCT/JP2009/088107	15-12-2009	15-12-2008	GESSELLSCHAFT E.V. and TERAXION	15-12-2008 12686372			REDACTED
0200 ACTIVE	UNITED STATES (DIVISIONAL)	14/078,105	08-10-2015 15-12-2009	08-12-2008	GESSELLSCHAFT E.V. and TERAXION	08-12-2008 12686372			

37- Title TRAVELING WAVE MACH-ZEHNDER OPTICAL DEVICE

Inventor(s): PROSYK, KELVIN

Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number	Due Date(s)	Status	Expire
0175 ACTIVE	UNITED STATES	12/833,276	08-12-2008		TERAXION INC.	08-10-2012 8,330,201			REDACTED

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	Due Date(s)	Status	Expire
0166 ACTIVE	UNITED STATES	14/263,461	28-04-2014	08-12-2008	TERAXION INC.	08-10-2012 8,330,201			REDACTED

Teraxion 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	Due Date(s)	Status	Expire
0183 ACTIVE	UNITED STATES	14,944,836	28-07-2014	618817397 28-09-2013	TERAXION INC.		REDACTED		

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	Due Date(s)	Status	Expire
0185 ACTIVE	UNITED STATES	14,835,602	3/2/2015	618827265 26-02-2014 61874140 61874140	TERAXION INC.		REDACTED		
0186 ACTIVE	INTERNATIONAL PCT	PCT/CA2013/050193	3/2/2015	61874140 29-02-2014 61874140 02-25-2013	TERAXION INC.		REDACTED		

42- Title									
CONNECTORIZED OPTICAL CHIP ASSEMBLY									
Inventor(s): PELLETER, FRANÇOIS & LATRASSE, CHRISTINE & PAINCHAUD, YVES & PICARD, MARIE-JOSEE & POULIN, MICHEL									
Subject #	Country	Application # / Pct	Filing Date	Priority	Registered Owner	Registration Date / Number	Due Date(s)	Status	Expire
0184 ACTIVE	UNITED STATES	14,793,114	7/7/2015	620643203 25-09-2013	TERAXION INC.		REDACTED		

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	Due Date(s)	Status	Expire
0189 ACTIVE	UNITED STATES	14,752,849	8/10/2015		TERAXION INC.		REDACTED		