

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3978777

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the SUPPORTING ASSIGNMENT DOCUMENT previously recorded on Reel 038621 Frame 0001. Assignor(s) hereby confirms the ASSIGNMENT.
CONVEYING PARTY DATA	
Name	Execution Date
2504109 ONTARIO INC.	04/04/2016
RECEIVING PARTY DATA	
Name:	JUNIPER NETWORKS, INC.
Street Address:	1133 INNOVATION WAY
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	5729347
Patent Number:	6334715
Patent Number:	6477309
Patent Number:	6671085
Patent Number:	7324268
Patent Number:	7405870
Patent Number:	7457032
Patent Number:	7490998
Patent Number:	8412046
Patent Number:	7620274
Patent Number:	7796895
Patent Number:	7889995
Patent Number:	6603902
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	7034568000
Email:	JDRAKE@COOLEY.COM, JSCOTT@COOLEY.COM

PATENT

Correspondent Name: COOLEY LLP
Address Line 1: 1299 PENNSYLVANIA AVENUE
Address Line 2: SUITE 700 ATTN: PATENT GROUP
Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER: JUNI-BTI 108200-2000

NAME OF SUBMITTER: CHRISTOPHER R. HUTTER

SIGNATURE: /Christopher R. Hutter/

DATE SIGNED: 07/26/2016

Total Attachments: 12

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
2504109 ONTARIO INC.	04/04/2016
RECEIVING PARTY DATA	
Name:	JUNIPER NETWORKS, INC.
Street Address:	1133 INNOVATION WAY
City:	SUNNYVALE
State/Country:	CALIFORNIA
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Patent Number:	8412046
Patent Number:	7620274
Patent Number:	7796895
Patent Number:	7889995
Patent Number:	6603902
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899

PATENT**REEL 039472 FRAME 0949**

Phone: 7034568000
Email: JDRAKE@COOLEY.COM, JSCOTT@COOLEY.COM
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.
Correspondent Name: COOLEY LLP
Address Line 1: 1299 PENNSYLVANIA AVENUE
Address Line 2: SUITE 700 ATTN: PATENT GROUP
Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER: JUNI-BTI 108200-2000

NAME OF SUBMITTER: CHRISTOPHER R. HUTTER

Signature: /Christopher R. Hutter/

Date: 05/17/2016

Total Attachments: 9

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RECEIPT INFORMATION

EPAS ID: PAT3876830
Receipt Date: 05/17/2016

PATENT

REEL: 039472 FRAME: 0950

**AGREEMENT CONCERNING
ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS AGREEMENT CONCERNING ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement"), is entered into as of this 4th day of April, 2016 ("Effective Date") by and among 2504109 Ontario Inc., a corporation existing under the laws of the Province of Ontario ("Assignor"), Juniper Networks, Inc. a company organized and existing under the laws of Delaware, with its principal place of business located at 1133 Innovation Way, Sunnyvale, California 94089, U.S.A. ("JNI"), and JN International C.V. a company organized and existing under the laws of the Netherlands, with its principal place of business located at 190 Elgin Avenue, George Town, Grand Cayman, KY1-9005 CJ, Cayman Islands ("JCV"). Assignor, JNI and JCV are referred to herein collectively as the "Parties".

I. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, JNI and JCV hereby confirm and agree:

- A. **Correct IP Assignment from Assignor to JNI:** The Parties hereby confirm and agree that the Intellectual Property Assignment to JNI attached hereto as **Exhibit A** accurately reflects the agreement and understanding of the Parties, effective, following full execution thereof, as of April 4, 2016.
- B. **Correct IP Assignment from Assignor to JCV:** The Parties hereby confirm and agree that the Intellectual Property Assignment to JCV attached hereto as **Exhibit B** accurately reflects the agreement and understanding of the Parties, effective, following full execution thereof, as of April 4, 2016.
- C. **Correct IP Assignment from JCV to JNI with JCV retaining economic interest:** The Parties hereby confirm and agree that the Intellectual Property Assignment from JNI to JCV attached hereto as **Exhibit C** accurately reflects the agreement and understanding of the Parties, effective, following full execution thereof, as of April 4, 2016.
- D. **Prior Agreement between Assignor, JNI and JCV:** The Parties hereby confirm and agree that the Agreement Concerning Assignment of Intellectual Property entered into as of April 4, 2016 and attached hereto as **Exhibit D** was executed in error and is null, void *ab initio*, and of no force and effect.
- E. **Prior IP Assignment from Assignor to JNI:** The Parties hereby confirm and agree that the Intellectual Property Assignment to JNI entered into as of April 4, 2016 and attached hereto as **Exhibit E** was executed in error and is null, void *ab initio*, and of no force and effect.
- F. **Original IP Assignment from Assignor to JNI:** The Parties hereby confirm and agree that the Intellectual Property Assignment to JNI entered into as of April 4, 2016 and attached hereto as **Exhibit F** was executed in error and is null, void *ab initio*, and of no force and effect.

G. Original IP Assignment from Assignor to JCV: The Parties hereby confirm and agree that the Intellectual Property Assignment to JCV entered into as of April 4, 2016 and attached hereto as **Exhibit G** was executed in error and is null, void *ab initio*, and of no force and effect.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic image transmission, including pdf, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic image transmission shall be deemed to be their original signatures for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, Assignor, JN1 and JCV have caused this Agreement Concerning Assignment of Intellectual Property to be executed as of the Effective Date set forth above.

ASSIGNOR: 2504109 Ontario Inc.

JN1: Juniper Networks, Inc.

DocuSigned by:
Sabiha Chunawala
By: 4D96F32B90D348D...
Name: Sabiha Chunawala
Title: President

DocuSigned by:
Sabiha Chunawala
By: 4D96F32B90D348D...
Name: Sabiha Chunawala
Title: VP, Deputy General Counsel

JCV: JUNIPER NETWORKS
NETHERLANDS (CAYMAN) ULC
General Partner of JN International C.V.

DocuSigned by:
Neil Gray
By: BF88F8640EF1402...
Name: Neil Gray
Title: Director of the General Partner


Juniper Networks
Legal Department

Approved As To Form
Emily Chang
MA-IB-00252-2016

EXHIBIT A

CORRECT INTELLECTUAL PROPERTY ASSIGNMENT TO JNI

ASSIGNMENT OF INTELLECTUAL PROPERTY TO JUNIPER NETWORKS, INC.

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is entered into as of this 4th day of April, 2016 ("Effective Date") by and between 2504109 Ontario Inc., a corporation existing under the laws of the Province of Ontario ("Assignor"), and Juniper Networks, Inc. a company organized and existing under the laws of Delaware, with its principal place of business located at 1133 Innovation Way, Sunnyvale, California 94089, U.S.A. ("Assignee").

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby transfers, conveys and assigns to Assignee all right, title and interest held by Assignor in all countries located in North America, Central America, and South America (the "Territory") in and to the following:

- A. **Patents:** all patents, patent applications and related publications (collectively, the "Patents"), including without limitation: the patents and patent applications listed on Schedule A attached hereto; all inventions disclosed or claimed in any Patent (the "Inventions"); all applications resulting from or related to any Patent, including any and all applications to which any Patent claims priority and all applications that claim priority to any Patent; all conversions, divisions, continuations, continuations-in-part, substitute applications, reexaminations, and reissues or extensions of any Patent, and all patents issuing from any of the foregoing in any jurisdiction anywhere in the Territory;
- B. **Trademarks:** all trademarks, service marks and trade names, including without limitation the marks listed on Schedule B hereto (collectively, the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and all registrations and applications for registration of the Trademarks anywhere in the Territory;
- C. **Domain Names:** all domain names, including without limitation the domain names listed on Schedule C hereto and the domain name registrations therefor (the "Domain Names"), together with the goodwill of the business symbolized by the Domain Names and all registrations and applications for registration of the Domain Names anywhere in the Territory; and
- D. **Works:** all unregistered intellectual property, including without limitation the works identified in the Schedule D attached hereto (collectively, the "Works"), including all copyrights (whether registered or unregistered), trade secrets, moral rights, and other intellectual property rights therein and all registrations and applications for registration thereof and all renewals or extensions thereof, and any licensed software (to the extent such licenses are freely assignable or any consent or notice requirements have been met).

2. The Patents, Inventions, Trademarks, Domain Names and Works are referred to collectively herein as the "Assigned Intellectual Property."

3. Assignor hereby assigns and agrees to assign to Assignee all Assigned Intellectual Property in the Territory.

4. The foregoing Assigned Intellectual Property and related rights are to be held and enjoyed by the Assignee, its successors and assigns from and after Effective Date hereof as fully

and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

5. To the extent applicable law does not provide for the possibility to assign and transfer title to any of the foregoing Assigned Intellectual Property or related rights as a matter of law Assignor hereby grants to Assignee an irrevocable, unlimited, exclusive (even as to Assignor), perpetual, royalty-free, transferable, fully paid license in the Territory under such Assigned Intellectual Property or related right, with the right to sublicense through multiple tiers of sublicensing, to use, make, have made, develop, have developed, sell, offer to sell, import, distribute, modify, create derivative works of, display, reproduce and otherwise exploit any product or technology, and Assignee hereby accepts such license.

6. Assignor hereby authorizes the attorney(s) associated with U.S. Patent Office Customer Number 83463, to insert hereon (including on the Schedules attached hereto) any further information necessary or desirable for recordation of this Assignment.

7. Assignor agrees, without any further payment or compensation by Assignee or its successors and assigns, to communicate to Assignee, its representatives or agents or its successors and assigns, any facts relating to the Assigned Intellectual Property, including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute all documents reasonably requested to perfect such right, title, and interest in the Assigned Intellectual Property in and to Assignee, its successors, assigns, and legal representatives; and to generally do everything possible to aid Assignee, its successors or assigns and nominees to secure, obtain and enforce proper protection for the Assigned Intellectual Property anywhere in the Territory. Assignor agrees to promptly execute, acknowledge and deliver the appropriate transfer documents and/or information required by the registrar(s) of the Domain Names as may be required to evidence or effectuate the conveyance and assignment of the Domain Names to Assignee.

8. In the event that Assignor is unable or unwilling to fully perform its obligations under Section 7 above, to the extent reasonably necessary or desirable to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Assigned Intellectual Property and related rights assigned to Assignee hereunder.

9. Assignor hereby authorizes and requests the issuing authority to issue any and all Assigned Intellectual Property and any intellectual property rights issuing from the Assigned Intellectual Property (including any and all applications to which any of the Assigned Intellectual Property claims priority and any and all applications that claim priority to any of the Assigned Intellectual Property, all conversions, divisions, continuations, continuations-in-part, substitute applications, reexaminations, and reissues or extensions thereof, and all resulting patents or trademarks in any jurisdiction in the Territory) to Assignee or its successors and assigns.

10. This Assignment shall include all rights as of the Effective Date, including, without limitation, all rights to all past, present and future claims for infringement of the Assigned

Intellectual Property, including the right to grant licenses, to bring lawsuits, and to recover damages for any past, present, and future infringement, whether known or unknown, now existing or hereafter arising.

11. Except to the extent that any applicable United States law preempts the laws of the Province of Ontario law with respect to the any intellectual property applications or registrations covered hereby, this Assignment shall be governed by and will be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

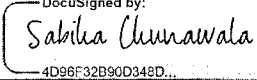
12. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or other electronic image transmission, including pdf, shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic image transmission shall be deemed to be their original signatures for all purposes.

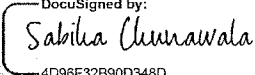
[Signature page follows]


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Intellectual Property to be executed as of the Effective Date set forth above.

ASSIGNOR: 2504109 Ontario Inc.

ASSIGNEE: Juniper Networks, Inc.

By: 
DocuSigned by:
4D96F32B90D348D...
Name: Sabiha Chunawala
Title: President

By: 
DocuSigned by:
4D96F32B90D348D...
Name: Sabiha Chunawala
Title: VP, Deputy General Counsel

Juniper Networks
Legal Department

Approved As To Form
Emily Chang

ASSIGNMENT OF INTELLECTUAL PROPERTY**SCHEDULE A - PATENTS**

Patent No.	Title	Country	Filing Date	Issue Date
5729347	Optical wavelength measurement system	United States	08/11/96	17/03/98
6334715	Mountable optical fiber couplers	United States	24/12/98	01/01/02
6477309	Temperature-Compensating Package for Fiber Gratings	United States	12/03/01	05/11/02
6671085	Switchable dynamic gain-flattened optical amplifiers and methods with wide gain dynamic range	United States	11/01/02	30/12/03
7324268	Optical signal amplifier and method	United States	16/03/04	29/01/08
7405870	Method and apparatus for amplified spontaneous emission corrected automatic signal power control of an optical	United States	26/12/06	29/07/08
7457032	Arrangement, system and method for accurate power measurements using an optical performance monitor (OPM).	United States	22/09/05	25/11/08
7490998	Optical component package	United States	12/07/06	17/02/09
8412046	In-Service optical dispersion determining system and method	United States	14/02/11	02/04/13

7620274	Optical protection switch and method for optical protection switch	United States	12/02/07	17/11/09
7796895	Method and system for dynamic dispersion compensation	United States	26/01/07	14/09/10
7889995	In-service optical dispersion determining system and method	United States	27/08/07	15/02/11
2676482	Method and system for dynamic dispersion compensation	Canada	24/07/09	23/09/14
6603902	Wavelength selective variable reflector	United States	20/09/00	05/08/03