PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4189218

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
OVERTURE NETWORKS, INC.	06/30/2016

RECEIVING PARTY DATA

Name:	ADVA OPTICAL NETWORKING SE
Street Address:	MÄRZENQUELLE 1-3
City:	MEININGEN-DREISSIGACKER
State/Country:	GERMANY
Postal Code:	98617

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	14519023
Application Number:	61893599
Application Number:	14728278
Application Number:	62026664
Application Number:	14666027

CORRESPONDENCE DATA

Fax Number: (919)869-1522

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.

Phone: 919 818 9147
Email: kef@FLYNNipLAW.com
Correspondent Name: KEVIN E FLYNN
Address Line 1:   POST OFFICE BOX 4655
Address Line 4:   CHAPEL HILL, NORTH CAROLINA 27514

ATTORNEY DOCKET NUMBER:	ON-PENDING APPS
NAME OF SUBMITTER:	KEVIN E FLYNN
SIGNATURE:	/Kevin E Flynn, #37,325/
DATE SIGNED:	12/16/2016

Total Attachments: 9
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AGREEMENT

Regarding the Transfer of Overture Hardware Platform Technology and Overture Software/Ensemble Platform Technology

between

Overture Networks Inc a corporation organized and existing under the laws of the State of Delaware, having its principal office at 637 Davis Drive, Morrisville, NC 27560.

- hereinafter referred to as "Transferror" -

and

ADVA Optical Networking SE a corporation organized and existing under the laws of Germany, having its principal office at Märzenquelle 1-3, 98617 Meiningen-Dreißigacker, Germany, entered in the commercial register of Amtsgericht Jena under number HRB 508155.

- hereinafter referred to as "Transferee" -

- hereinafter referred to collectively as "Parties" -

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WITNESSETH

WHEREAS, the Parties are members of ADVA Optical Networking Group and are engaged in the area of development, production and distribution of Optical and Ethernet-based networking solutions to telecommunications carriers and enterprises to deliver data, storage, voice and video services.

WHEREAS, the Transferror is the owner of the know-how listed in Appendix I attached hereto.

WHEREAS, the Transferee wishes to acquire the Assigned Intellectual Property according to Appendix I.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

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1 TRANSFER OF OVERTURE HARDWARE PLATFORM TECHNOLOGY AND OVERTURE SOFTWARE/ENSEMBLE PLATFORM TECHNOLOGY

The Parties agree that the Overture Hardware Platform Technology and Overture Software/Ensemble Platform Technology as further specified in Appendix I to this Agreement shall be transferred from Transferor to Transferee with legal effect as of 30 June 2016 (the "Transfer").

2 CONSIDERATION

The total purchase price for the Transfer shall amount to USD (redacted) as further specified in Appendix II to this Agreement. The Parties hereto agree that any VAT triggered due to the Transfer shall be borne by the Transferee.

3 PAYMENT OF PURCHASE PRICE

3.1 Duly payable amounts (as defined below) may be paid: (i) by certified or bank check or by wire transfer of immediately available funds to an account designated by the Transferee; (ii) by the surrender by the Transferor to the Transferee of any promissory notes or other obligations issued by the Transferee, with all such notes and obligations.

3.2 Any amounts payable by the Transferee pursuant to this agreement shall be payable thirty (30) Banking Days after the Transferee receives an invoice for such amounts from the Transferor."

4 CONFIDENTIALITY

4.1 Neither Party shall disclose any information, which it may acquire in the course of the application of this Agreement, to unauthorized third persons.

4.2 The terms of this provision shall survive the termination of this Agreement.

5 ARBITRATION

This Agreement shall be executed by the Parties hereto in good faith, and, in case just reason for doubt arises or any dispute occurs concerning the interpretation or execution of this Agreement, such matter shall be settled through due consultation of the Parties. In the event that an amicable settlement cannot be reached through the consultation, the matter should be referred to a court of Arbitration in Germany in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce. The arbitrate decision shall be final and binding upon the Parties hereto and they shall comply in good faith with the decision.

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6   <u>MISCELLANEOUS</u>

     6.1   <u>Entire Agreement:</u> This Agreement including the Appendices contains the whole agreement between the Parties relating to the subject matter of the Agreement. This Agreement replaces at the Effective Date any former oral and written agreements of the Parties relating to the subject matter of the Agreement.

     6.2   <u>Amendments:</u> Modifications of or amendments to this Agreement including the Appendices shall be valid when made in writing. However, also oral amendments and modifications of this Agreement including its Appendices shall be legally effective.

     6.3   <u>Partnership:</u> This Agreement shall not be construed as creating a partnership, association or joint venture between the Parties, nor shall it constitute one Party as an employee of the other Party. Each Party shall be solely responsible for all its own expenses and debts and shall have no right or authority to create any express or implied obligation on behalf of or for the account of the other Party or otherwise to pledge the credit of the other Party.

     6.4   <u>Force Majeure:</u> Neither Party shall be liable for any failure to fulfil any terms or conditions of this Agreement if fulfilment has been delayed, hindered or prevented by event of force majeure including, but not limited to, any strike, lock out or other industrial dispute, acts of the elements, compliance with requirements of any government or international authority, plant breakdown or failure of equipment, inability to gain equipment, fuel, power, materials or transportation, or by any circumstances whatsoever beyond its reasonable control. Promptly following the date any event of force majeure commences the Party concerned shall advise the other Party in writing of the date and the nature of the event and upon receipt of such notification the operation of the Agreement (except obligations to make payment of invoices due) shall be suspended until the event of force majeure ceases.

     6.5   <u>Partial Invalidity:</u> Should individual provisions of this Agreement be legally void or unfeasible, the validity of the remaining Agreement shall not be affected thereby. In such a case the Parties shall by mutual agreement substitute for the provisions concerned a provision considered substantially equivalent in economic terms.
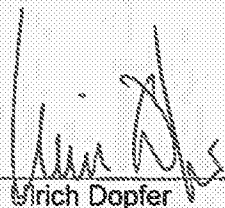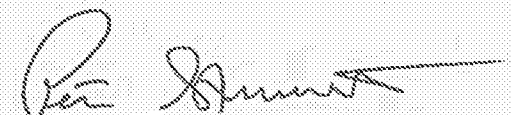
7   <u>GOVERNING LAW & VENUE</u>

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The contractual relations between the Parties shall be governed by the substantive law in force in Germany. With respect to any disputes arising out of or related to this contract, the Parties consent to the exclusive personal jurisdiction of, and venue in, the state courts located in Munich, Federal Republic of Germany.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement in duplicate counterparts on the dates shown below the respective signatures.
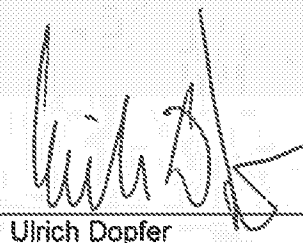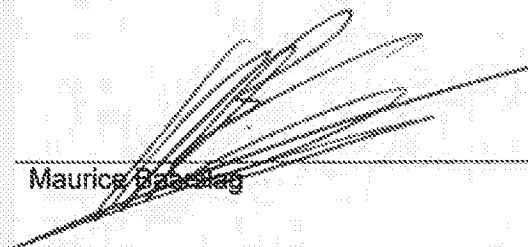
Signed for
Transferor

Signed for
Transferee

30 June 2016

30 June 2016

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Ulrich Dopfer

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Ulrich Dopfer

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Peter Stewart

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Maurice Brünig

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Agreement

Regarding the Transfer of Overture Hardware Platform Technology and Overture Software/Ensemble Platform Technology

Appendix I

Patents

<u>Filed by Overture Networks, Inc. - U.S. Patents Granted:</u>

1. "Dynamic Control of a Phase-Locked Loop" - US Patent 6,531,926, filed September 11, 2002, granted March 11, 2003
2. "Measurement of Packet Delay Variation" - US Patent 6,728,209, filed July 22, 2002, granted April 27, 2004 –
3. "Use of a Circular Buffer to Assure In-Order Delivery of Packets" - US Patent 6,741,603, filed July 3, 2002, granted May 25, 2004
4. "Automatic Adjustment of Buffer Depth" - US Patent 6,757,292, filed May 8, 2002, granted June 29, 2004-
5. "Flexible Mapping of Circuits into Packets" - US Patent 6,768,748, filed July 26, 2002, granted July 27, 2004 -
6. "Protected Switching Ring" - US Patent 6,928,050, filed May 6, 2004, granted August 9, 2005 -
7. "Command Line Interface with Indication of Network Element Status" - US Patent 7,069,512, filed October 8, 2002, granted June 27, 2006 -
8. "Multipoint Protected Switching Ring" - US Patent 7,339,887, filed July 13, 2005, granted on March 4, 2008 -
9. "Apparatus and Method for Rapid Detection of Unidirectional Breaks in a Network Ring" - US Patent 7,355,965, filed May 10, 2005, granted April 8, 2008 -
10. "Automatic detection and configuration of Ethernet OAM protocols" - US Patent 8,687,501, filed July 25, 2012, granted April 1, 2014. -

<u>Filed by Overture Networks, Inc. - Canadian Patents Granted:</u>

1. "Automatic Adjustment of Buffer Depth" - Canadian Patent Number 2,452,514, issued November 18, 2008 –
2. "Measurement of Packet Delay Variation" - Canadian Patent Number 2,452,559, issued January 13, 2009 -
3. "Protected switching ring" - Canadian Patent Number 2,566,005, issued December 15, 2009 -

<u>Filed by Ceterus Networks – US Patents Granted:</u>

1. "Frame structure and method for wavelength concatenated channel framing" – US Patent 7,237,035, filed February 20,2002, issued on June 26, 2007 -
2. "Frame structure and method for wavelength concatenated channel framing"- US Patent 7,774,493, filed August 27, 2004, issued on August 10, 2010 –

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3. "Method and apparatus for transport of fractional datastreams over frame-based transport systems" – US Patent 7,408,939, filed September 9, 2004, issued on August 5, 2008-

4. "Method and apparatus for transport of multiple TDM and data clients over multiple variable data rate streams" – US Patent 7,590,150, filed September 30, 2004, issued on September 15, 2009 -

5. "Remote management interface" – US Patent 7,586,950, filed March 31, 2003, issued on September 8, 2009 -

6. "Method and system for transport of packet-based datastreams over frame-based transport systems employing physically diverse transmission channels" - US Patent 7,633,971, filed March 31, 2003, issued on December 15, 2009 -

Filed by Hatteras Network - U.S. Patents Granted:

1. "System for deriving desired output frequency by successively dividing clock signal frequency by ratios obtained by dividing clock signal frequency by common divisor and specific integer" - US Patent 7,032,121, Filed January 9, 2003, issued April 18, 2006 –

2. "Methods and systems for remote management of networked devices" - US Patent 7,379,542, Filed February 3, 2003, issued May 27, 2008. –

3. "Methods, systems, and computer program products for classifying a packet based on a destination address" - US Patent 7,447,215, Filed December 3, 2002, issued November 4, 2008. –

4. "Methods and apparatus for self partitioning a data network to prevent address conflicts -US Patent 7,782,797, Filed February 27, 2007, issued August 24, 2010. –

5. "Methods, systems, and computer program products for communicating using a hybrid physical network" - US Patent 7,809,834, Filed February 4, 2003, issued October 5, 2010. –

6. "Methods, aggregation devices, and computer program products for distinguishing between sub-networks coupled to aggregation device ports by using an independent sub-network identifier domain space for each port" - US Patent 7,912,059, Filed February 10, 2003, issued March 22, 2011. –

7. "Methods, communication networks, and computer program products for communicating time division multiplexing traffic using a traffic encapsulation standard configured to support statistical multiplexing (STATMUX) traffic" - US Patent 8,077,739, Filed May 12, 2009, issued December 13, 2011. –

8. "Methods, systems, and computer program products for detecting and/or correcting faults in a multiprotocol label switching network by using redundant paths between nodes" - US Patent 8,305,882, Filed December 18, 2002, issued on November 6, 2012. –

9. "Methods, Systems, and Computer Products for Provisioning Service Between a Network Access Device and a Network Interface Unit" - US Patent 8,417,795, filed July 1, 2003, issued April 11, 2013.

10. "Demarcation Point for Ethernet Service and Methods for Providing Ethernet Service" -US Patent 8,861,533, filed June 20, 2002 , issued October 14, 2014 –

11. "Methods, Systems, And Computer Program Products For Adaptive Inverse Packet Multiplexing In Which Traffic Allocation Is Dynamically Adjustable On Individual Links" -US patent 9,130,772, filed May 15, 2003, issued September 8, 2015. –

<u>Pending Patents</u>

1. "Process to Create Network Service via Customized Workflow" –
    a. Flynn IP Law Docket ON13002USV
    b. Provisional filed October 21, 2013 with serial number 61893599
2. "Verification of IP Service Paths" –
    a. Flynn IP Docket ON14001USV
    b. US Provisional Application No. 62/026,664 filed 7/20/2014
3. "Brackets for Use with Three Rack Mount Systems" –
    a. Flynn IP Docket ON15001USU
    b. US Application No. 14/666,027 AKA 14666027 filed 3/23/2015

Other knowledge

Overture's Hardware Platform Technology provides a complete solution for utilizing Layer 2 transport to deliver Carrier Ethernet or IP services to enterprise end customers. Carrier Ethernet is defined by the Metro Ethernet Forum (MEF). Overture solutions are built to these standards and in many cases are certified by the MEF for compliance to relevant standards. The technology typically operates in the "last mile of the network", from the provider location to the enterprise premises and includes appliances at both locations. The solution at the provider location typically aggregates services from many end customers and is consequently much higher in port count and in total bandwidth. The solution capacity at the customer premises is of a lower bandwidth and lower cost.

The advantage pf Overture's offering in this space comes from its long experience in the market and the breadth of its coverage with the ability to deliver Carrier Ethernet services over a variety of physical media, including fiber, bonded copper pairs and over TDM/SONET. This breadth of service is true for solutions delivered at both the central office (CO) and end customer premises.

The following provides a list of the relevant Overture Carrier Ethernet hardware and software platforms available at the time of the ADVA acquisition:

HN400 – Latest software version: 14.2.35

HN500 – Latest software version: 14.2.35

HN600 – Latest software version: 14.2.35

HN4000 – Latest software version: 14.2.35

HN6100 – Latest software version: 14.2.35

LPM-8 Repeater

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HN239 Repeater

Overture 1400 – Latest software version: 15.2.0

Overture 4800 – Latest software version: 12.1.1.19

Overture 6000 - – Latest software version: 13.1

6500 – Latest software version: 15.2.1.6

Overture 140/180 – Latest software version: 11.1

Overture 65 and 65F10 – Latest software version: 15.2.0.52

65vSE Hardware – Hardware version 5

ECE – Software version 15.1.1

Platform SW – MaestrOS