

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4189327

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RENE MARCEL SCHMOGROW	12/16/2016
RECEIVING PARTY DATA	
Name:	INFINERA CORPORATION
Street Address:	169 JAVA DRIVE
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15382203
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	patents@infinera.com
Correspondent Name:	INFINERA CORPORATION
Address Line 1:	169 JAVA DRIVE
Address Line 4:	SUNNYVALE, CALIFORNIA 94089
ATTORNEY DOCKET NUMBER:	P598
NAME OF SUBMITTER:	JONATHAN M. DUNSAY
SIGNATURE:	/Jonathan M. Dunsay/
DATE SIGNED:	12/16/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	
source=P598_Assignment_20161216#page1.tif	
source=P598_Assignment_20161216#page2.tif	
source=P598_Assignment_20161216#page3.tif	

ASSIGNMENT OF PATENT RIGHTS

This is an assignment of patent rights between inventor **Rene Marcel Schmogrow** (hereinafter referred to as the "Inventor") and **Infinera Corporation**, having a place of business at 169 Java Drive, Sunnyvale, CA 94089 (hereinafter referred to as the "Assignee").

WHEREAS, Inventor(s) are named as inventors in the patent application filed in the United States of America on December 16, 2016 entitled NON-BLOCKING MACH-ZEHNDER MODULATOR ARM IMBALANCE MONITORING AND CONTROL THROUGH TONES, having application no. 15/382,203, and having a docket number of P598 (hereinafter referred to as the "Application");

WHEREAS, the Inventor(s) hereby authorize Assignee or Assignee's representative to insert the Application Number and the filing date of this application if they are unknown at the time of execution of this assignment;

and

WHEREAS, Assignee has a desire to acquire all rights, title, and interest in the invention(s) disclosed in the Application (hereinafter referred to as the "Invention(s)"), including any rights, title, and interest in the Invention(s) not previously transferred to Assignee through prior agreement.

NOW, THEREFORE, the parties agree as follows:

1. To the extent that Inventor(s) are subject to a prior agreement transferring rights, title, and/or interest in the Invention(s) to the Assignee, Inventor(s) hereby confirm such transfer.
2. To the extent that Inventor(s) retain any rights, title, or interest in the Invention(s) not vested in the Assignee on the date(s) of execution of this Assignment, Inventor(s) hereby assign and otherwise transfer to the Assignee their entire right, title, and interest, throughout the world, in and to: the Invention(s), including any patent applications, patents, invention registrations, and equivalents thereof (including any and all provisional, international, regional, and national

patents and patent applications, and all divisions, continuations, continuations-in-part, renewals, reissues, reexams, substitutes and extensions thereof), for the Invention(s) and all rights to claim priority thereto. Inventor(s) further assign and otherwise transfer to Assignee all causes of action and remedies arising under any patent or patent application for the Invention(s) prior to, on, or after the date(s) of execution of this Assignment. Inventor(s) shall not be entitled to an accounting for any causes of action or remedies pursued by Assignee.

3. The transfers set forth in Paragraphs 1 and 2 above are in consideration for the sum of at least one U.S. dollar (US\$1) (or its equivalent) and/or other consideration for which both parties acknowledge to be valuable. Such consideration includes but is not limited to at least one of the following: employment, an independent contractor agreement, monetary payment, or other benefit hereby acknowledged as received.

4. Inventor(s) hereby authorize and request the Commissioner of Patents and Trademarks, or equivalent thereof, to issue the patent for the Invention, and all resulting patents therefrom, insofar as the Inventor(s)' interest is concerned, to the Assignee.

5. Inventor(s) further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect Assignee's rights, title, and interest in the Invention(s).


6. Inventor(s) hereby authorize Assignee, its successors and assigns, its legal representatives, or anyone the Assignee may properly designate, to insert in this Assignment of Patent Rights the filing date and/or application number of the Application when ascertained.

7. Inventor(s) hereby further agree to, with respect to any patent application or patent for the Invention(s), at the expense of the Assignee:

- i) testify in any legal proceedings,
- ii) sign all lawful papers,
- iii) execute all divisional, continuation, continuation-in-part, reissue, reexamination, and substitute applications,
- iv) make all lawful oaths, and assist in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Invention(s) in all countries and regions, and
- v) notify Assignee promptly (by facsimile or first class mail) of any subpoena or contact by any person other than Assignee or its agents regarding the Invention or resultant patent(s) issuing therefrom, and in any event at least one week prior to any deposition, legal inquiry or legal proceeding relating to the above identified invention.

This assignment is executed on the date of which the Inventor has signed.

Inventor: Rene Marcel Schmogrow

 (Signature) 12/16/16 (Date)
Rene Marcel Schmogrow (Print Name)