

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4361918

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHARLES M. JEWART	06/08/2015
YANNICK LIZE	10/15/2012
KARL KISSA	06/08/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JDS UNIPHASE CORPORATION
<b>Street Address:</b>	430 N. MCCARTHY BOULEVARD
<b>City:</b>	MILPITAS
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	95035
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15483553
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	hhodul@harrityllp.com
<b>Correspondent Name:</b>	HARRITY & HARRITY, LLP
<b>Address Line 1:</b>	13550 RANDOM HILLS ROAD
<b>Address Line 2:</b>	SUITE 600
<b>Address Line 4:</b>	FAIRFAX, VIRGINIA 22030
<b>ATTORNEY DOCKET NUMBER:</b>	0100-0070C1
<b>NAME OF SUBMITTER:</b>	PAUL M. GURZO
<b>SIGNATURE:</b>	/PAUL M. GURZO, Reg. No. 67,478/
<b>DATE SIGNED:</b>	04/11/2017
<b>Total Attachments: 9</b>	
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ASSIGNMENT OF INVENTION  
UNIVERSAL

WHEREAS, I/we **Charles M. JEWART; Yannick LIZE; and Karl KISSA;** whose full post office address(es) is/are **1 Steele Rd., Enfield, Connecticut, 06082, U.S.A.; 948 Kingfisher Drive, San Jose, California, 95125, U.S.A.; and 1 Grant Estate Drive, West Simsbury, Connecticut, 06092, U.S.A.,** respectively, have made an invention as described in the patent application entitled

**OPTICAL MODULATOR**

filed herewith.

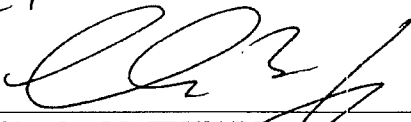
I/we hereby authorize my/our attorney to insert here in parentheses (Application Number 14/732,041, filed June 5, 2015), the filing date and application number of said application, when known.

WHEREAS, **JDS Uniphase Corporation** (hereinafter referred to as the assignee), whose full post office address is **430 N. McCarthy Boulevard, Milpitas, California, 95035, USA** is desirous of acquiring the entire right, title and interest in and to said invention or inventions and in and to any and all patents to be obtained therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we have and by these presents do hereby sell, assign and transfer unto said assignee, its successors and assignees, the entire right, title and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application, and in and to any applications filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents, reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions, and any divisional, continuation, substitute application(s) or supplementary disclosure(s) which may be filed upon said invention or inventions, in any country; and I/we hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said assignee.

I/We hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such wilful false statements may jeopardize the validity of the application or any patent issued thereon.


Executed this 8 day of June, 2015.  
at 45 Grafton Rd S, Bloomfield, CT  
(place)

  
\_\_\_\_\_  
Charles M. JEWART

**Declaration by Witness**

I, DAVIDS CIASSONE, whose full post office address is  
14 SETTLERS WAY, ELLINGTON CT 06029 say:

That I was personally present and did see **Charles M. JEWART**, who is personally known to me, duly sign and execute the above Assignment.

  
\_\_\_\_\_  
Signature of Witness

Executed this \_\_\_\_ day of \_\_\_\_\_, 2015.  
at \_\_\_\_\_  
(place)

\_\_\_\_\_  
**Yannick LIZE**

**Declaration by Witness**

I, \_\_\_\_\_, whose full post office address is  
\_\_\_\_\_ say:

That I was personally present and did see **Yannick LIZE**, who is personally known to me, duly sign and execute the above Assignment.

\_\_\_\_\_  
Signature of Witness

Executed this 8 day of June, 2015.

at 45 Griffin Road South, Bloomfield, CT 06002  
(place)

Karl Kissa  
Karl KISSA

**Declaration by Witness**

I, DAVID S. GASSNER, whose full post office address is  
14 SETTLERS WAY, ELLINGTON CT 06029 say:

That I was personally present and did see **Karl KISSA**, who is personally known to me,  
duly sign and execute the above Assignment.

David S. Gassner  
Signature of Witness

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JDS UNIPHASE CORPORATION  
430 North McCarthy Blvd.  
Milpitas, CA 95035

**EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT**

This Employee Proprietary Information and Inventions Agreement ("Agreement") sets forth in writing certain understandings and procedures in effect as of the date of my initial employment with JDS Uniphase Corporation ("Company").

1. Duties. In return for the compensation now and hereafter paid to me, I will perform such duties for Company as the Company may designate from time to time. During my employment with Company, I will devote my best efforts to the interests of Company and its affiliates and subsidiaries ("Company Group"), will not engage in other employment or in any conduct in direct conflict with Company Group's interests that would cause a material and substantial disruption to Company Group, and will otherwise abide by all of Company's policies and procedures. Furthermore, I will not (a) reveal, disclose or otherwise make available to any person any Company Group password or key, whether or not the password or key is assigned to me or (b) obtain, possess or use in any manner a Company Group password or key that is not assigned to me. I will use my best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, software or related technical documentation that the Company Group issues to me, and I will not input, load or otherwise attempt any unauthorized use of software in any Company Group computer, whether or not such computer is assigned to me.

2. "Proprietary Information" Definition. "Proprietary Information" includes (a) any technical or non-technical information that is confidential or proprietary, technical or non-technical information of Company Group, including for example and without limitation, information related to Innovations (as defined in Section 4 below), concepts, techniques, processes, methods, know-how, systems, access codes, designs, computer programs, source documentation, trade secrets (whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing), formulas, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans, business plans, customers, suppliers and prospective customer databases and any other nonpublic information that has commercial value and (b) any information Company Group has received from others that Company Group is obligated to treat as confidential or proprietary, which may be made known to me by Company Group, a third party or otherwise that I may learn during my employment with Company.

3. Ownership and Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company Group, Company Group's assigns, Company Group's customers and Company Group's suppliers, as applicable. Company Group, Company Group's assigns, Company Group's customers and Company Group's suppliers, as applicable, are the sole and exclusive owners of all of the following worldwide patents (including, but not limited to, any and all patent applications, patents, continuations, continuation-in-parts, reissues, divisionals, substitutions and extensions), copyrights, mask works, trade secrets, trademarks, trade dress, service marks, and other rights in and to the Proprietary Information. During and after my employment with Company Group, I will not disclose any Proprietary Information to anyone outside Company Group, and I will use and disclose Proprietary Information to those inside Company Group only as may be necessary in the ordinary course of performing my duties as an employee of Company. I will (i) maintain at my work area such Proprietary Information that I have a current "need to know"; (ii) not remove such Proprietary Information from the Company Group's premises without approval from my Company manager; and (iii) return the Proprietary Information to the appropriate person or location or otherwise dispose of it once my need to know no longer exists. If I have any questions as to whether information constitutes Proprietary Information, or to whom, if anyone, inside Company Group, any Proprietary Information may be disclosed, I will consult with my manager at Company.

4. "Innovations" Definition. In this Agreement, "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade

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secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names, and trade dress.

5. Disclosure and License of Prior Innovations. I have listed on Exhibit A attached hereto all Innovations relating in any way to Company Group's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company (collectively, the "Prior Innovations"). I represent that I have no rights in any Company Innovations (as defined herein) or Innovations otherwise related to the Company Group other than those Prior Innovations listed in Exhibit A ("Prior Innovations"). If nothing is listed on Exhibit A ("Prior Innovations"), I represent that there are no Prior Innovations at the time of signing this Agreement. I hereby grant to Company and Company's designees a royalty-free, irrevocable, transferable, worldwide, fully paid-up perpetual license (with rights to sublicense through multiple tiers of sublicensees) to practice all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations that I incorporate, or permit to be incorporated, in any Company Innovations (as defined below). "Company Innovations" means Innovations that I, solely or jointly with others, conceive, develop or reduce to practice during my employment with Company that I have been hired to invent either specifically or in general in my area of employment with the Company. Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without Company's prior written consent.

6. Disclosure and Assignment of Company Innovations. I will promptly disclose and describe to Company all Company Innovations. I hereby irrevocably do and will assign to Company or Company's designee all my right, title, and interest in and to any and all Company Innovations, including, without limitation, all copyrights in and to such Company Innovations from the moment of creation and fixation in tangible media. I acknowledge that all original works or authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101). To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide, perpetual license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, such Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations can neither be assigned nor licensed by me to Company, I hereby irrevocably waive and agree never to assert such non-assignable and non-licensable rights, title and interest, including, without limitation, moral rights, against Company or any of Company's successors in interest, or any of Company's customers. This Section 6 shall not apply to any Innovations that (a) do not relate, at the time of conception, reduction to practice, creation, derivation, development or making of such Innovation to Company's business or actual or demonstrably anticipated research, development or business; and (b) were developed entirely on my own time; and (c) were developed without use of any equipment, supplies or facilities owned, leased or contracted for by Company or any Proprietary Information of Company; and (d) did not result from any work I performed for Company.

7. Future Innovations. I will disclose promptly in writing to Company all Innovations conceived, reduced to practice, created, derived, developed, or made by me in whole or in part during the term of my employment and for three (3) months thereafter, whether or not I believe such Innovations are subject to this Agreement, to permit a determination by Company as to whether or not the Innovations should be considered Company Innovations. Company will receive any such information in confidence.

8. Notice of Nonassignable Innovations to Employees in California and North Carolina. If you are an employee whose principal workplace is either in California or North Carolina, as applicable, this Agreement does not apply to an Innovation that qualifies fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code or North Carolina General Statute 66-57.1, as applicable. I acknowledge that a condition for an Innovation to qualify fully as a non-assignable invention under the provisions of Section 2870 of the California Labor Code or North Carolina General Statute 66-57.1, as applicable, is that the invention must be protected under patent laws. I have reviewed the applicable notification in Exhibit B ("Limited Exclusion Notification") if I am an employee in California or North Carolina and agree that my signature acknowledges receipt of the applicable notification set forth on Exhibit B.

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9. Cooperation in Perfecting Rights to Innovations. I agree to perform, during and after my employment, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations or any other Innovations as provided to Company under this Agreement. If Company is unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Innovations as provided under this Agreement, I, on behalf of myself and my heirs and legal representatives, hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my and my heirs' and legal representatives' agents and attorneys-in-fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Innovations, all with the same legal force and effect as if executed by me. The foregoing is deemed a power coupled with an interest and is irrevocable.

10. Return of Materials. At any time upon Company's request, and without request at any time my employment with Company is over, I will return all materials generated by, on behalf of or relating to the Company Group, including, without limitation, documents, drawings, papers, diskettes and tapes containing or disclosing any Proprietary Information and all copies thereof, as well as any keys, pass cards, identification cards, computers, printers, pagers, personal digital assistants or similar items or devices that the Company Group has provided to me. I will provide Company with a written certification of my compliance with my obligations under this Section.

11. No Violation of Rights of Third Parties. During my employment with Company, I will not (a) breach any agreement to keep in confidence any confidential or proprietary information, knowledge or data acquired by me prior to my employment with Company or (b) disclose to Company, or use or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or any other third party. I am not currently a party, and will not become a party, to any other agreement that is in conflict, or will prevent me from complying, with this Agreement.

12. Survival. This Agreement (a) shall survive my employment by Company (provided, that if I am an employee whose principal place of work is in Georgia, with respect to my obligations to maintain the confidentiality of the Proprietary Information that is not a Company Group trade secret, such obligation shall survive this Agreement for a period of three (3) years from the termination of my employment with Company); (b) does not in any way restrict my right to resign or the right of Company to terminate my employment at any time, for any reason or for no reason, with or without cause and with or without notice; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives. I agree that upon termination of my employment with the Company, if requested by the Company, I will sign the Termination Certificate attached as Exhibit C hereto.

13. No Solicitation. During my employment with Company and for one (1) year thereafter, I will not solicit, encourage, or cause others to solicit or encourage any employees, consultants or contractors of Company Group to terminate their employment with, diminish their relationship with or cease providing services to Company Group.

14. Government Contracts. I understand that the Company has or may enter into contracts with the government under which certain intellectual property rights will be required to be protected, assigned, licensed, or otherwise transferred and I hereby agree to execute such other documents and agreements as are necessary to enable the Company to meet its obligations under any such government contracts.

15. Export Controls. I acknowledge that the disclosure or transfer of technology or data to any foreign national wherever located (including within Canada and the U.S.) may be deemed an "export," and accordingly may be unlawful without an export permit from the government of Canada or an export license from the government of the United States. I therefore agree to comply fully with all applicable export control requirements of Canada and the United States, and if a foreign national, will cooperate with the Company in applying for, and will comply fully with the terms of, any export permit issued by the government of Canada or any export license granted by the United States Department of Commerce.



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16. Notification to New Employer. In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

17. Entire Agreement. This Agreement, including any agreement to arbitrate claims or disputes relating to my employment that I may have signed in connection with my employment by Company, represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

18. No Disparagement. During my employment with Company and after the termination thereof, I will not disparage Company Group, its products, services, agents or employees.

19. Injunctive Relief. I agree that if I violate this Agreement, Company will suffer irreparable and continuing damage for which money damages are insufficient, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate), to the extent permitted by law.

20. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Company's records or such other address as I may provide in writing. Notices to Company shall be sent to Company's Human Resources Department or to such other address as Company may specify in writing.

21. Governing Law; Forum. This Agreement shall be governed by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Company and I each irrevocably consent to the personal jurisdiction of the federal and state courts located in California for any matter arising out of or relating to this Agreement.

22. Severability. If an arbitrator or court of law holds any provision or portion of a provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended, revised, or reformed to provide Company the maximum protection permitted by applicable law and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. Waiver; Modification. If Company waives any term, provision or breach by me of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver shall constitute a waiver of any other or subsequent breach by me. This Agreement may be modified only if both Company and I consent in writing.

24. Voluntary Agreement. I CERTIFY AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND THAT I UNDERSTAND AND WILL FULLY AND FAITHFULLY COMPLY WITH SUCH PROVISIONS.

"COMPANY"

JDS Uniphase Corporation

By: \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

EMPLOYEE:

\_\_\_\_\_

By: YANNICK LIZE

Title \_\_\_\_\_

Dated: 10/15/12

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Exhibit A

PRIOR INNOVATIONS

Check one of the following:

TM

NO SUCH PRIOR INNOVATIONS EXIST.

OR

TM

YES, SUCH PRIOR INNOVATIONS EXIST AS DESCRIBED BELOW (include basic description of each Prior Innovation):

PA\10455829.9

Exhibit B

LIMITED EXCLUSION NOTIFICATION TO EMPLOYEES IN CALIFORNIA:

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any invention that you developed entirely on your own time without using Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to Company's business, or actual or demonstrably anticipated research or development of Company; or
- (2) Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding Section, the provision is against the public policy of California and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

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LIMITED EXCLUSION NOTIFICATION TO EMPLOYEES IN NORTH CAROLINA:

THIS IS TO NOTIFY you in accordance with North Carolina General Statute 66-57.1 that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any invention that you developed entirely on your own time without using Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

- (3) Relate to Company's business, or actual or demonstrably anticipated research or development of Company; or
- (4) Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding Section, the provision is against the public policy of North Carolina and is unenforceable.

---

I ACKNOWLEDGE RECEIPT of a copy of this notification if I am an employee whose principal workplace is in California or North Carolina.

JDS Uniphase Corporation

By: [Signature]

By: \_\_\_\_\_

YARRICK LIZB  
(Printed Name of Employee)

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: 10/15/12

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