### 504797637 02/28/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4844369

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
MICHAEL Y. FRANKEL	04/26/2013
LOUDON T. BLAIR	04/26/2013
CHRISTIAN BOURGET	04/29/2013
LYNDON Y. ONG	04/26/2013
DAVID WELDON BOERTJES	04/28/2013
JAMIE GAUDETTE	04/26/2013

## **RECEIVING PARTY DATA**

Name:	CIENA CORPORATION
Street Address:	7035 RIDGE ROAD
City:	HANOVER
State/Country:	MARYLAND
Postal Code:	21076

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15907661

## **CORRESPONDENCE DATA**

Fax Number: (704)366-9744

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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CLEMENTS BERNARD WALKER PLLC **Correspondent Name:** Address Line 1: 4500 CAMERON VALLEY PARKWAY

Address Line 2: **SUITE 350** 

Address Line 4: CHARLOTTE, NORTH CAROLINA 28211

ATTORNEY DOCKET NUMBER:	10.1253.CIP.CON2
NAME OF SUBMITTER:	LAWRENCE A. BARATTA, JR.
SIGNATURE:	/Lawrence A. Baratta, Jr./
DATE SIGNED:	02/28/2018

**PATENT** REEL: 045063 FRAME: 0360 504797637

# Total Attachments: 6 source=10\_1253\_CIP\_CON2\_Assignment#page1.tif source=10\_1253\_CIP\_CON2\_Assignment#page2.tif source=10\_1253\_CIP\_CON2\_Assignment#page3.tif source=10\_1253\_CIP\_CON2\_Assignment#page4.tif source=10\_1253\_CIP\_CON2\_Assignment#page5.tif source=10\_1253\_CIP\_CON2\_Assignment#page6.tif

PATENT REEL: 045063 FRAME: 0361

## ASSIGNMENT

WHEREAS, Jamie GAUDETTE, David Weldon BOERTJES, Michael Y. FRANKEL, Loudon T. BLAIR, Christian BOURGET, and Lyndon Y. ONG (hereinafter referred to as "ASSIGNORS") have invented certain new and useful improvements in an invention entitled:

PATH COMPUTATION BASED ON DYNAMIC PERFORMANCE MONITORING SYSTEMS

## AND METHODS IN OPTICAL NETWORKS

WHEREAS, CTENA CORPORATION, 7035 Ridge Road, Hanover, MD 21076 USA (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right, title, and interest in and to said invention, and in and to said application and any Letters Patent that may issue thereon:

NOW, THEREFORE, in accordance with obligations entered into pursuant to an Employment Agreement or other agreement and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby sell, transfer and assign to said ASSIGNEE, and to ASSIGNEE'S successors and assigns, ASSIGNORS' entire right, title, and interest in and to said invention and improvements invented and originated by ASSIGNORS in the United States and its territorial possessions and in any and all foreign countries and to all Letters Patent or similar legal protections in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any application claiming priority to/from the application, or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension, or reissue thereof or any legal equivalent thereof in a foreign country for the full term(s) for which the same may be granted; and authorize and request the Commissioner for Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereof, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and/or enforce said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries which may be necessary or desirable to carry out the purposes thereof.

below:				
	•		Date:	
Jamie GAUDETTE			-	-
			Date:	
David Weldon BOERTJES	8		-	
fra 4	fruil		Date:	4/26/2013
Michael V EDANKEL		*******	-	7

IN WITNESS WHEREOF, we have hereunto set hand and signed on the date indicated

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Attorney Docket No.: 10.1253.CIP.CON	PAIENI
L-1. BC	Date: 4/26/13
Loudon T. BLAIR	
	Date:
Christian BOURGET	
	Date:
Lyndon V ONC	

Attorney Docket No.: 10.1253,CIP.CON	PATENT	
	Date:	·
Loudon T. BLAIR		,
Clinden former	Date:	29/04/2013
Christian BOURGET		
	Date:	
Lyndon Y. ONG		

Attorney Docket No.: 10.1253.CIP.CON	PATENT	
	Date;	
Christian BOURGET		
Jam 25	Date: 4/26/1	<u> </u>
Lyndon Y. ONG		

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NOW, THEREFORE, in accordance with obligations entered into pursuant to an Employment Agreement or other agreement and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS hereby sell, transfer and assign to said ASSIGNEE, and to ASSIGNEE'S successors and assigns, ASSIGNORS' entire right, title, and interest in and to said invention and improvements invented and originated by ASSIGNORS in the United States and its territorial possessions and in any and all foreign countries and to all Letters Patent or similar legal protections in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any application claiming priority to/from the application, or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension, or reissue thereof or any legal equivalent thereof in a foreign country for the full term(s) for which the same may be granted; and authorize and request the Commissioner for Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereof, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and/or enforce said invention, said application, and said Letters Patent and legal equivalents thereof in foreign countries which may be necessary or desirable to carry out the purposes thereof.

Date:

Da

IN WITNESS WHEREOF, we have hereunto set hand and signed on the date indicated

Michael Y. FRANKEL

PATENT

Attorney Docket No.: 10.1253.CIP.CON

## **ASSIGNMENT**

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IN WITNESS WHEREOF, we have hereur	nto set hand and signed on the date motor	iÇU.
below:		
	Date: Apc 26, 2c	i3
Jamie GAUDETTE		
	Date:	
David Weldon BOERTJES		
Michael V FRANKEL	p.	

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PATENT REEL: 045063 FRAME: 0367