

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4997900

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ALBERTO ARNALDO TANZI	06/07/2018
STEFANO PICIACCIA	06/07/2018
MAURIZIO GAZZOLA	06/07/2018
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<b>Postal Code:</b>	95134-1706
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16003352
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<b>ATTORNEY DOCKET NUMBER:</b>	0370.3606C/1013966-US.01
<b>NAME OF SUBMITTER:</b>	ALBERT J. FASULO II
<b>SIGNATURE:</b>	/Albert J. Fasulo II/
<b>DATE SIGNED:</b>	06/08/2018
<b>Total Attachments: 2</b>	
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CISCO

## ASSIGNMENT

WHEREAS, I/we the undersigned inventor(s) (hereinafter "ASSIGNOR(S)") have invented certain new and useful improvements as set forth in the patent application entitled:

### PATH SELECTION IN OPTICAL NETWORK FOR OPTICAL NODES WITH FLEXIBLE BAUD RATE AND MODULATION FORMAT

which is being filed herewith

which was filed on June 8, 2018 as United States Patent Application No.

16/003,352

(hereinafter the "Application").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we, the ASSIGNOR(S):

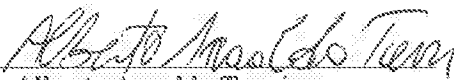
- 1) Have assigned, transferred and set over, and by these presents do hereby assign, transfer and set over, unto Cisco Technology, Inc., a California corporation having a place of business at 170 West Tasman Drive, San Jose, California 95134-1706 (hereinafter "ASSIGNEE") and its successors and assigns, each ASSIGNOR's entire right, title, and interest in, to, and under, the Application and any and all improvements disclosed in the Application, as well as any and all other applications that may be based upon, and patent(s) which may be granted upon, the information that is disclosed in the Application, throughout the World, including without prejudice to the generality of the foregoing:

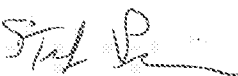
the right to file applications and to obtain patents or like protection (including, e.g., utility models, inventors' certificates, and/or designs) for the improvements in any country throughout the World, including the right to claim priority from any such application; and any and all provisional, non-provisional, divisional, continuing (whether a continuation or a continuation in part), substitute, renewal, reissue, and other applications for Letters Patent which have been or shall be filed in any country on any of the improvements; and in and to all original and reissued patents which have been or shall be filed in any country on any of the improvements;

- 2) Authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, as applicable, to issue the same to ASSIGNEE and its successors and assigns, in accordance with the terms of the instrument;
- 3) Covenant and agree, when requested and at no charge to, but at the expense of, ASSIGNEE and its successors and assigns, to: execute all applications for the improvements (including without


limitation any and all provisional, non-provisional, divisional, continuing (whether a continuation or a continuation in part), substitute, renewal, reissue, and other patent applications); execute all rightful oaths, assignments, powers of attorney and other papers; communicate to ASSIGNEE, its successors, assigns, and legal representatives, all facts known to the undersigned relating to the improvements and the history thereof; and perform any acts that ASSIGNEE, its successors, assigns or legal representatives consider reasonably necessary for securing and maintaining proper patent protection for the improvements, for vesting title to the improvements and all patent applications and patents for the improvements, in ASSIGNEE and its successors and assigns, and for enforcing the rights of ASSIGNEE and its successor and assigns, in and to any or all of the improvements and any application(s) or patent(s) therefor;

- 4) Covenant and agree that I/we have full right to convey the entire interest herein assigned, and that I/we have not executed, and will not execute, any agreement in conflict herewith.
- 5) Covenant and agree that the terms, covenants and conditions of this assignment shall inure to the benefit of ASSIGNEE and its successors and assigns, and shall be binding upon me/us and my/our heirs, assigns, and legal representatives.
- 6) Covenant and agree that this assignment and any action, suit, proceeding or claim arising under or relating to this assignment will be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of California and by any controlling Federal U.S. law with respect to the subject matter, without reference to its choice of law principles to the contrary.
- 7) Authorize a representative of Edell, Shapiro & Finnan, LLC, 9801 Washingtonian Blvd., Suite 750, Gaithersburg, MD 20878, to insert in the blanks above the filing date and application number of the Application when known.

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