

124959

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

ATTY. DOCKET NO.: 47686.58062

APPLICANT: L3 Optics, Inc.

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

REVOCATION OF POWER OF ATTORNEY, NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS

Sir:

L3 Optics, Inc. owner of the trademark and trademark applications set out on the attached Schedule A as evidenced by the Purchase Agreement submitted herewith, hereby revokes any and all previous Powers of Attorney, and appoints the following attorneys to prosecute all business in the Patent and Trademark Office connected therewith.

David G. Conlin (Reg. No. 27,026)	Christine C. O'Day (Reg. No. 38,256)	Peter J. Manso (Reg. No. 32,264)
George W. Neuner (Reg. No. 26,964)	Lisa Swiszc Hazzard (Reg. No. 44,368)	T. Carter Pledger (Reg. No. 29,424)
Linda M. Buckley (Reg. No. 31,003)	David A. Tucker (Reg. No. 27,840)	Howard M. Gitten (Reg. No. 32,138)
Peter F. Carless (Reg. No. 33,860)	George W. Hartnell, III (Reg. No. 42,639)	Andrez Jacobs
Peter J. Manus (Reg. No. 26,766)	John J. Penny, Jr. (Reg. No. 36,984)	
Cara Z. Lowen (Reg. No. 38,227)	Steven M. Jensen (Reg. No. 42,693)	
William J. Daley, Jr (Reg. No. 35,487)	Kathryn A. Piffat (Reg. No. 34,901)	
Robert L. Buchanan (Reg. No. 40,927)	Richard J. Root (Reg. No. 45,053)	

FMB_102413_V/HGITTEN

SEND CORRESPONDENCE TO:

Howard M. Gitten
Edwards & Angell, LLP
600 Corporate Drive
Suite 514
Ft. Lauderdale, Florida 33334

DIRECT TELEPHONE CALLS TO:

Howard M. Gitten
(954) 667-6130
Fax: (888) 325-9504

Customer No.: 21874

Current address of Assignee:

L3 Optics, Inc.
(type or print identity of assignee of entire interest)
One Broadway, 14th Floor
Address
Cambridge, MA 02142

Mark Noor2ai
Signature

Date: 7/11/02

Mark Noor2ai
(type or print name of person authorized to sign on behalf of assignee)

CEO
Title

SCHEDULE A

**REVOCATION OF POWER OF ATTORNEY BY OWNER,
L3 OPTICS, INC. AND NEW POWER OF ATTORNEY**

TRADEMARKS

Registration or Serial Number	Word Mark
75620442	Nanovation
75923924	Nanoblock
75886943	Nanoshutter
2,513,979	Networking By Light
75809832	Networking By Light

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of March 18, 2002, by and between Barry A. Chatz, not individually but solely in his capacity as Chapter 7 Trustee (hereinafter referred to as "Seller" or "Trustee") of the Estates of Nanovation Technologies, Inc. and Nanovation Technologies of Michigan, Inc. ("Estates")(formerly, Nanovation Technologies, Inc. and Nanovation Technologies of Michigan, Inc. ("Debtors")), and L3 Optics, Inc. ("L3" or "Buyer").

WHEREAS, on or about July 25, 2001, the Debtors filed their voluntary petitions under Chapter 11 of the Bankruptcy Code, in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"), Case No. 01B26090, thereby commencing the Debtors' Chapter 11 cases.

WHEREAS, Debtors owned certain intellectual property rights, which are now property of the Estates pursuant to Section 541 of Title 11, United States Code (the "Bankruptcy Code") under Case No. 01-26090.

WHEREAS, pursuant to Sections 363(b), (f) and (k) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, 6007 and 9006, the Trustee has moved for the entry of an order authorizing the final sale of all or substantially all of Debtor's intellectual property rights to the bidder submitting the winning bid at auction (the "Auction"), free and clear of liens, claims and encumbrances, with said liens, claims and encumbrances attaching to the proceeds of such sale.

WHEREAS, on March 18, 2002, the Bankruptcy Court determined that Buyer submitted the highest and best offer for the Intellectual Property and entered an order authorizing the Trustee to Sell the Intellectual Property to Buyer pursuant to Section 363 of the Bankruptcy Court (the "Sale Order").

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **THE PARTIES HEREBY AGREE AS FOLLOWS:**

ARTICLE 1 - SALE OF INTELLECTUAL PROPERTY RIGHTS

- 1.1 Subject to the terms and conditions hereof and the Sale Order attached as Exhibit A, Seller agrees to sell and Buyer agrees to purchase, on the Closing Date (as hereinafter defined) all of Debtors' right, title and interest in and to all of the assets and contract rights described on Schedule 1.1 hereto, including, but not limited to, any patents, trade names, trademarks, trade secrets, licenses, copyrights, process recipes, process flow, manufacturing know-how, design know-how, computer files, device design files, product design (software, files, and paperwork), optical module design (software, files, and paperwork), device design software (including optical device simulation software, mask layout software, electronic device simulation, circuit simulation, device performance simulation), optical system design (software, files, and paperwork), electronic circuit design (software, files, and paperwork), computer code (software, files, and paperwork), mask design files (software, files, and

paperwork), customer information, vendor information, licensing information, and non-disclosure agreements, to the extent owned by Debtors and accessible to the Trustee (the "Intellectual Property").

- 1.2 **Excluded Assets.** Buyer is not purchasing any of Debtors' or the Estates' assets not set forth in Schedule 1.1. Specifically, Buyer is not purchasing any of Debtors' cash, cash equivalents, real or personal property other than the Intellectual Property, deposits and security deposits, any and all causes of action or choses in action, corporation records or minute books, tax returns and other financial information, stock and other securities.

ARTICLE 2 - PURCHASE PRICE

- 2.1 Buyer has previously paid to Seller Two Hundred and Fifty Thousand Dollars and no cents Dollars (\$250,000.00) (the "Purchase Price") for the Intellectual Property.

ARTICLE 3 - CLOSING

- 3.1 The closing of the transactions contemplated by this Agreement (the "Closing") shall be completed at the offices of Seller or at such other place as agreed upon by the parties (a) on or before the later of (i) March 22, 2002 or (ii) three business days after the entry of an order approving the sale or (b) in the event that the order approving the sale is appealed and the appellant is granted a stay during the pendency of such appeal, on or before the earlier of (i) three business days after such stay is terminated or (ii) three business days after the entry of a final, non-appealable order approving the sale, unless a later date is agreed to in writing by the Trustee and the Buyer (the "Closing Date"). The sale for the Purchase Price shall be final.
- 3.2 **Buyer's Deliveries.** At Closing, Buyer shall deliver to Seller the following:
- 3.2.1 Such other documents or instruments as may be reasonably requested by Seller or required by the Bankruptcy Court.
- 3.3 **Seller's Deliveries.** At Closing and upon payment of the Purchase Price, Seller shall deliver to Buyer the following:
- 3.3.1 Duly executed Bill of Sale and Assignment transferring all of Seller's right, title and interest in and to the Intellectual Property to Buyer, in the form of Schedule 3.3.1 attached hereto.
- 3.3.2 Duly executed Assignment of Patents in the form of Schedule 3.3.2 attached hereto.
- 3.3.3 Possession of such of the Intellectual Property as is in Trustee's possession.
- 3.3.4 Such other documents or instruments as may be reasonably requested by Buyer or required by the Bankruptcy Court.

- 3.4 Buyer shall be solely responsible for any sales, transfer or other taxes and costs, if any, applicable to its acquisition of the Intellectual Property and shall pay the same to the Trustee at Closing.
- 3.5 In the event Buyer is unable to close the transactions contemplated by this Agreement or other default by Buyer under this Agreement or order of the Bankruptcy Court, twenty percent (20%) of the Purchase Deposit shall be treated as liquidated damages and paid to Seller.

ARTICLE 4 – WARRANTIES; INDEMNIFICATION

- 4.1 No Warranties by Seller or Debtors. Buyer has performed an independent inspection of the Intellectual Property and Buyer shall purchase the Intellectual Property "AS IS, WHERE IS" without representation or warranty of any kind, including without limitation any representation or warranty, whether express or implied, as to title to the Intellectual Property, merchantability, fitness for a particular purpose, or compliance with applicable laws or regulations.
- 4.2 Indemnification of Seller and Debtors. Buyer agrees to indemnify and hold harmless Seller and Debtors, including their respective officers, directors, employees, agents, and counsel, from and against any and all claims, demands, actions, lawsuits, proceedings (whether formal or informal), damages (including consequential damages and lost profits), liabilities, losses, costs and expenses arising from or relating to the Intellectual Property or the Buyer's conduct of its business or use of any of the Intellectual Property after the Closing.

ARTICLE 5 – MISCELLANEOUS

- 5.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.
- 5.2 Notices. All notices and communications hereunder shall be in writing and shall be deemed given (i) on the date delivered personally, including delivery by a nationally recognized commercial courier with evidence of receipt to be obtained, or (ii) on the second business day following deposit in the mail by first class mail, postage prepaid, and certified, return receipt requested, to the other party at the following addressed (or at such other address as a party shall specify by like notice):

5.2.1 If to Seller:

Barry A. Chatz, Chapter 7 Trustee
120 S. Riverside Plaza, Suite 1200
Chicago, Illinois 60606
Telephone: (312) 876-6670
Fax: (312) 876-0288

and

Robert M. Fishman
Allen J. Guon
Shaw, Gussis, Domanskis, Fishman, Glantz & Wolfson, LLC
1144 W. Fulton Street, Suite 200
Chicago, Illinois 60607
Telephone: (312)541-0151
Fax: (312) 541-0155

5.2.2 If to Buyer:

Daniel M. Shapiro
Law Offices of Daniel M. Shapiro
1366 E. Palm Street
Altadena, California 91001
Telephone: (626) 398-5137
Fax: (626) 398-4294

and

Mark Noorzai
Chief Executive Office
L3 Optics, Inc.
One Broadway, Suite 14
Cambridge, MA 02142-1187
Telephone: (617)475-1650
Fax: (617)758-4101

- 5.3 Governing Law. Except as modified or preempted by the laws of the United States, this Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Illinois. All suits herein and with respect hereto shall initially be heard by the Bankruptcy Court, and if the Bankruptcy Court declines to exercise jurisdiction, then they shall be heard by courts sitting within the State of Illinois.
- 5.4 Entire Agreement and Modifications. This Agreement constitutes the entire agreement among the parties with respect to the purchase and sale of the Intellectual Property. No change of, modifications of, or additions to this Agreement shall be valid unless the same are in writing and signed on behalf of all parties.
- 5.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute an instrument.
- 5.6 Bankruptcy Matters. This Agreement is subject to the procedures and orders of the Court authorizing the transactions contemplated hereunder. In the event of any

conflict between the terms of any such order and this Agreement, the terms of such order shall control.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed as of the date first above-written.

SELLER

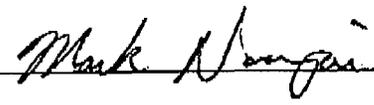
BARRY A. CHATZ, not individually but solely in his capacity as Chapter 7 Trustee of the Estates of Nanovation Technologies, Inc. and Nanovation Technologies of Michigan, Inc.

 _____

707808_5

BUYER

L3 Optics, Inc.

By:  _____

Name/Title: M. Mark Noorzai CEO

SCHEDULE 1.1
Intellectual Property

A complete list of Debtors' patent filings worldwide, trademarks and copyrights, consisting of 6 pages, is attached hereto and incorporated herein.

**SCHEDULE 3.3.1
FORM OF BILL OF SALE AND ASSIGNMENT**

BILL OF SALE AND ASSIGNMENT

The undersigned, Barry A. Chatz, not individually but solely in his capacity as Chapter 7 Trustee (hereinafter referred to as "Seller" or "Trustee") of the Estates of Nanovation Technologies, Inc. and Nanovation Technologies of Michigan, Inc. ("Estates")(formerly, Nanovation Technologies, Inc. and Nanovation Technologies of Michigan, Inc. ("Debtors")), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, pursuant to that certain Purchase Agreement dated as of March __, 2002, (the "Agreement"), between Seller and L3 Optics, Inc. ("Buyer"), hereby sells, assigns, transfers and sets over to Buyer the following items (collectively the "Transferred Items"):

All of Debtors' rights, title and interest in and to all of the assets and contract rights described on Schedule 1.1 hereto, including, but not limited to, any patents, trade names, trademarks, trade secrets, licenses, copyrights, process recipes, process flow, manufacturing know-how, design know-how, computer files, device design files, product design (software, files, and paperwork), optical module design (software, files, and paperwork), device design software (including optical device simulation software, mask layout software, electronic device simulation, circuit simulation, device performance simulation), optical system design (software, files, and paperwork), electronic circuit design (software, files, and paperwork), computer code (software, files, and paperwork), mask design files (software, files, and paperwork), customer information, vendor information, licensing information, and non-disclosure agreements, to the extent owned by Debtors and accessible to the Trustee (the "Intellectual Property").

The Transferred Items are sold "AS IS, WHERE IS" without representation or warranty of any kind, including without limitation any representation or warranty, whether express or implied, as to title to the Transferred Items, merchantability, fitness for a particular purpose, or compliance with applicable laws or regulations. The terms of the Agreement are incorporated herein by this reference. Seller acknowledges and agrees that the warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

To the extent authorized by the order attached hereto as Exhibit A, Seller has the right, power and authority to sell the Transferred Items and to make this Bill of Sale and Assignment.

Dated this March __, 2002

BARRY A. CHATZ, not individually but solely in his capacity as Chapter 7 Trustee of the Estates of Nanovation Technologies, Inc. and Nanovation Technologies of Michigan, Inc.

**SCHEDULE 3.3.2
FORM OF ASSIGNMENT**

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT is made as of March ___, 2002, by and between Barry A. Chatz, not individually but solely in his capacity as Chapter 7 Trustee (hereinafter referred to as "Assignor") of the Estates of Nanovation Technologies, Inc. and Nanovation Technologies of Michigan, Inc. (the "Debtors"), and L3 Optics, Inc. ("Assignee").

WHEREAS, Assignee and Assignor are parties to a certain Purchase Agreement dated as of March ___, 2002, (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Intellectual Property (as such term is defined in the Agreement), including without limitation certain intellectual property rights in patents formerly owned by Debtors. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Intellectual Property.

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

The above transfer and assignment is made "AS IS, WHERE IS" without representation or warranty of any kind, including without limitation any representation or warranty, whether express or implied, as to title to the Patents or status of an application relating to the Patents, or any and all warranties of merchantability, fitness for a particular purpose, or compliance with applicable laws or regulations.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Patents as of the date first above written.

ASSIGNOR

BARRY A. CHATZ, not individually but solely in his capacity as Chapter 7 Trustee of the Estates of Nanovation Technologies, Inc. and Nanovation Technologies of Michigan, Inc.

ASSIGNEE
L3 Optics, Inc.

By: _____

Its: _____

State of _____)
County of _____) ss.:

On this ____ day of March, 2002, before me, _____, personally appeared Barry A. Chatz., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

707808v6

Nanovation Technologies, Inc. Trademarks

TRADEMARKS

Registration or
Serial Number

Word Mark

75620442
75923924
75886943
2,513,979
75809832

Nanovation
Nanoblock
Nanoshutter
Networking By Light
Networking By Light
Nanovation Logo - Gray Scale
Nanovation Logo - Rainbow
Apollo Logo

SCHEDULE OF COPYRIGHTS

Software:

Apollo Photonic Solutions Suite

Website:

Nanovation Technologies, Inc. Website graphics

Advertising:

"Redefining Integration Napkin Sketch" Spread Advertisement
Discrete Component "One Stop Shopping" Advertisement
Silica Switch "Beyond Revolution" Advertisement

Video:

"Evolution of Light" Corporate Video (1999)
Nanovation Technologies Corporate Presentation for OFC (2001)

Brochures:

Company Overview Brochure (2000)
Indium Phosphide Overview Brochure (2000)
Silica Nanoblock Brochure (2001)
Nanovation Discrete Component Catalog (2001)

Datasheets:

Silica Splitter (2001)
Silica Switch (2001)
Discrete Components (2001):
 EDFA Products:
 EDFA GM
 EDFA GS
 EDFA GW
 EDFA MD
 EDFA MW
 Filter Products:
 AAM201/DDM201
 ADM201
 ADM202
 ADM204/208, DMX204/208
 MUX100G
 PF Detector:
 PEM-TX
 TX Products
 PEM-TX
 TX5S33
 TX5S34
 TX5S35

TX5S36
TX5S37
TX5S381
TDM3S701

RX Products

PEM-RX
RXMM930
RXMM930-1
RXMM930-2
RXMM942
RXMM944-1
RXMM946
PDAS995

TXRX Products

OC-12
OC-3

Fiber Components

SFC
STC
SSC
WDC
WDH
WDM
WDM-151
FOA
COL
ISO
CIR

Laser Diode/Photo Diode Products

LDM3S735
LDM3S85
LDM5S82
LDM5S750
LDM3S80/LDM5S81
LDM3S86
LDM3S55
LDM3S50
PDDM981
PDCM975/PDCS98
PFTM91
PFWM92
PFWM93
PDHS971
LDM980P
PTCM960-1
PTCM961-1



EDWARDS & ANGELL, LLP

COUNSELLORS AT LAW
since 1894

Howard M. Gitten, Esq.
Patent Attorney

Admitted in New York and New Jersey only

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FAX (954) 351-7175

Direct Dial: (954) 667-6130
Direct Fax: (888) 325-9504
E-Mail: hgitten@ealaw.com

July 26, 2002

VIA FACSIMILE (703) 746-8164

Latoya Johnson
United States Patent & Trademark Office
Assistant Commissioner for
Patents & Trademark
Washington, DC 20231-0001

Re: NANOBLOCK Application No. 75/923,924
Our Ref. No.: 47686.0001

Dear Ms. Johnson:

This is confirm that the above referenced trademark application was purchased by L3 Optics, Inc. out of bankruptcy. The intellectual property is no longer subject to any bankruptcy proceeding.

Our firm is now the attorney of record.

Enclosed is a copy of the Revocation and New Power of Attorney and the Purchase Agreement, both as filed for recordation on July 15, 2002.

If you have any further question please feel free to contact me.

Sincerely,

Howard M. Gitten

HMG/lc
Enclosure(s)

PMB_193552_1/HGITTEN

BOSTON HARTFORD NEWPORT NEW YORK PROVIDENCE SHORT HILLS WEST PALM BEACH

E & A EDWARDS & ANGELL, LLP FAX COVER SHEET

Date: 7/26/02

This transmission is being sent **FROM:**

Howard M. Gitten
EDWARDS & ANGELL, LLP
600 Corporate Drive, Suite 514
Ft. Lauderdale, Florida 33334
Main Phone: (954) 491-8050
Direct Phone: (954) 667-6127
Fax: (954) 351-7175

Ext. 6130

PLEASE DELIVER TO:

Latoya Johnson

Telecopy Number: 703-746-8164

Number of pages being sent including cover: 21

Message: **Re: Application No. 75/923,924**

CONFIDENTIALITY NOTE

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Sent on _____ at _____ A.M. _____ P.M.

By: _____