

REC

12-07-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

101216150

To the Honorable Commissioner of Patents and Trademarks: Please return original documents or copy thereof.

1. Name of conveying party(ies):

Fleet National Bank, as Security Trustee
One Federal Street
Boston, MA 02110

- Individual(s)
- General Partnership
- Corporation-State
- Other National Banking Association
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Reassignment and Discharge of Trademark Security Agreement
- Merger
- Change of Name

Execution Date: November 3, 1999

2. Name and address of receiving party(ies)

Name: SpecTran Corporation

Internal Address: _____

Street Address: 50 Hall Road

City: Sturbridge State: MA ZIP: 01566

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/093106 AVIOPTICS
75/039655 FLIGHTGUIDE
75/039656 ULTRASIL
75/039657 V-SYSTEM

B. Trademark Registration No.(s)

1,324,144
1,753,738
1,394,757

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sean W. Cogley

Internal Address: Nordlicht & Hand

Street Address: 645 Fifth Avenue

11th Floor

City: New York, State: NY ZIP: 10022

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/07/1999 060847ES 00000025 75093106

DO NOT USE THIS SPACE

01 FC 481	40.00 OP
02 FC 402	150.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sean W. Cogley

Name of Person Signing

[Signature]
Signature

12/2/99

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

2. CONTINUATION OF RECEIVING PARTIES ADDRESSES:

SpecTran Communication Fiber Technologies, Inc.
c/o SpecTran Corporation
50 Hall Road
Sturbridge, MA 01566

SpecTran Specialty Optics Company
c/o SpecTran Corporation
50 Hall Road
Sturbridge, MA 01566

Applied Photonic Devices, Inc.
c/o SpecTran Corporation
50 Hall Road
Sturbridge, MA 01566

**REASSIGNMENT AND DISCHARGE OF
TRADEMARK SECURITY AGREEMENT**

REASSIGNMENT AND DISCHARGE OF TRADEMARK SECURITY AGREEMENT ("Reassignment and Discharge"), dated as of November 5, 1999 by STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company ("State Street"), for the benefit of SPECTRAN CORPORATION, a Delaware corporation (together with its successors and assigns, the "Company"), SPECTRAN COMMUNICATION FIBER TECHNOLOGIES, INC., a Delaware corporation, SPECTRAN SPECIALTY OPTICS COMPANY, a Delaware corporation and APPLIED PHOTONIC DEVICES, INC., a Delaware corporation (collectively referred to as the "Releasees").

WHEREAS, Fleet National Bank ("Fleet") (the predecessor of State Street as security trustee under a certain Trust Indenture among the Releasees and Fleet dated as of December 1, 1996, as amended as of September 30, 1998 (the "Trust Indenture")) and the Releasees entered into a Trademark Security Agreement dated as of December 1, 1996 (the "Trademark Assignment"), pursuant to which Releasees assigned and transferred their entire right, title and interest in, to the Trademarks (as defined in the Trademark Assignment, and including but not limited to those trademarks, applications and registrations set forth on Schedule A annexed hereto) as security for the payment and performance by the Releasees of the Secured Obligations (as defined in the Trademark Assignment);

WHEREAS, the Trademark Assignment was recorded on January 8, 1997 in the Title Records for Trademark in the U.S. Patent and Trademark Office at Reel 1542 Frame 0102 inclusive;

WHEREAS, the Trademark Assignment was amended as of September 30, 1998, at which time State Street became Fleet's successor as security trustee under the Trust Indenture and the Trademark Assignment; and

WHEREAS, the Releasees have fulfilled all of their respective Secured Obligations and desire that the Trademark Assignment be terminated and discharged;

NOW THEREFORE, in consideration of the faithful performance of all of the Secured Obligations by the Releasees, and in accordance with the Trademark Assignment and the Trust Indenture, State Street hereby reassigns and transfers to the Releasees all of the Releasees' right, title and interest in, to and under the Trademarks, and such reassignment and discharge shall be deemed to include without limitations all of the accessory rights including the right to recover damages for all past infringement or infringements which arose during the period the Trademark Assignment was in force between the parties, as if the Trademark Assignment had never been made.

State Street acknowledges that the execution of this instrument is for recording the present Reassignment and Discharge by State Street to the Releasees and on the due

recording thereof in the U.S. Patent and Trademark Office, the Trademark Assignment is deemed to be terminated and discharged between the parties.

State Street agrees to execute, acknowledge and deliver those further instruments and documents and to take such further actions and comply with all applicable Federal, State or Foreign Laws as are reasonably necessary to carry out the intentions and purposes of this Reassignment and Discharge, and the discharge of the Trademark Assignment.

IN WITNESS WHEREOF, State Street has caused this Reassignment and Discharge to be executed by its duly authorized officer at the place and on the day and date indicated.

Witness:

STATE STREET BANK AND TRUST COMPANY, as trustee

By: Jill Olson

Name: JILL OLSON

Title: VICE PRESIDENT

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF Suffolk)

On 11/13, 1999, before me, the undersigned, a notary public in and for said County and State, duly commissioned and sworn, personally appeared JILL OLSON, personally known to me or proved to me to be on the basis of satisfactory evidence to be the person who executed the within instrument as the VICE PRESIDENT, of STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company, and acknowledged that such Massachusetts trust company executed the same as security trustee thereunder

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the
County of Suffolk
Commonwealth of Massachusetts
My Commission Expires: _____
[SEAL]

JAMES M. COOLIDGE
Notary Public

My Commission Expires June 19, 2003

TRADEMARKS AND TRADEMARK APPLICATIONS AND REGISTRATIONS

SPECTRAGUIDE	Ref: 003585-0007-999	UNITED STATES
SPECTRAN CORPORATION		
Reg No: 1,324,144	MAR 12, 1985	REGISTERED
App No: 437,452	AUG 01, 1983	
RENEWAL DUE:	MAR 12, 2005	
Classes: 9		
9 FIBER LIGHT GUIDES FOR USE IN DATA COMMUNICATIONS		

SPECTRAN AND DESIGN	Ref: 003585-0047-999	UNITED STATES
SPECTRAN CORPORATION		
Reg No: 1,753,738	FEB 23, 1993	REGISTERED
App No: 74/285779	JUN 17, 1992	
RENEWAL DUE:	FEB 23, 2003	
SEC. 8 &/OR 15:	FEB 23, 1999	
Classes: 9		
9 OPTICAL FIBERS		



STC AND DESIGN	Ref: 003585-0011-999	UNITED STATES
SPECTRAN CORPORATION		
Reg No: 1,394,757	MAY 27, 1986	ABANDONED
App No: 564,850	OCT 24, 1985	
Classes: 9		
9 FIBER OPTICS EQUIPMENT, NAMELY, GLASS CAPILLARY FIBERS AND GLASS COATED WIRE		



TRADEMARKS AND TRADEMARK APPLICATIONS AND REGISTRATIONS

NOPTICS Ref: 003685-0074-999 UNITED STATES
SPECTRAN SPECIALTY OPTICS COMPANY
App No: 75/093106 APR 22, 1996 PENDING APP.
Classes: 9
9 FIBER OPTIC CABLE

FLIGHTGUIDE Ref: 003685-0073-999 UNITED STATES
SPECTRAN SPECIALTY OPTICS COMPANY
App No: 75/039655 JAN 03, 1996 PENDING APP.
Classes: 9
9 FIBER OPTIC CABLE

ULTRASIL Ref: 003685-0076-999 UNITED STATES
SPECTRAN SPECIALTY OPTICS COMPANY
App No: 75/039656 JAN 03, 1996 PENDING APP.
Classes: 9
9 OPTICAL FIBER

V-SYSTEM Ref: 003685-0076-999 UNITED STATES
SPECTRAN SPECIALTY OPTICS COMPANY
App No: 75/039657 JAN 03, 1996 PENDING APP.
Classes: 9
9 OPTICAL FIBER CABLING SYSTEM COMPRISED OF OPTIC FIBER, CONNECTORS AND TERMINATION KIT, NAMELY
CRIMP TOOL, CLEAVE TOOL, BUFFER STRIPPING TOOL AND JACKET STRIPPING TOOL