Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Photon Dynamics, Inc.
6325 San Ignacio Avenue
San Jose, CA 95119

☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State CA
☐ Other

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

2. Name and address of receiving party(ies)

Name: **Datacube, Inc.**
Internal Address:
Street Address: **300 Rosewood Drive**
City: **Danvers** State: **MA** Zip: **01923-4505**
☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State **MA**
☐ 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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Termination Agreement**

Execution Date: **April 9, 2003**

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

A. Trademark Application No.(s)

B. Trademark No.(s) **2,107,784; 2,103,942; 1,500,322; 1,404,727; 1,551,626; 1,722,916**

Additional numbers attached? ☐ Yes ☒ No

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

Name: Diana Sanchez Bentz
Internal Address:
Cooley Godward LLP
5 Palo Alto Square
Street Address: 3000 El Camino Real
City: Palo Alto State: CA Zip: 94306

6. Total number of applications and trademarks involved. 6

7. Total fee (37 CFR 3.41)..... $ **165.00**

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

03-3115

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

DO NOT USE THIS SPACE

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.

Diana Sanchez Bentz
Name of Person Signing

Diana Sanchez Bentz
Signature

May 30, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 5

163460-105/ 397774/ADP/Right fax to 703-306-5995

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Execution Copy

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Termination Agreement") is executed as of April 9, 2003 ("Effective Date"), between: (a) Datacube, Inc., a Massachusetts corporation ("Datacube"), and (b) Photon Dynamics, Inc., a California corporation ("PDI").

RECITALS:

WHEREAS, the parties hereto are executing and delivering this Termination Agreement pursuant to the Settlement Agreement, dated as of December 31, 2002, between Datacube and PDI ("Settlement Agreement");

WHEREAS, Datacube and Neopt Corporation (f/k/a NOK EG&G Optoelectronics Co., Ltd.), a Japanese corporation ("Neopt"), have entered into a Loan Agreement, dated as of December 28, 1995 (as amended by Amendment No. 1, dated as of August 7, 1998, the "Neopt Loan Agreement");

WHEREAS, Datacube and NOK Inc., a Nevada corporation ("NOK"), have entered into a Loan Agreement, dated as of August 7, 1998 ("NOK Loan Agreement"; and together with the Neopt Loan Agreement, the "Loan Agreements");

WHEREAS, pursuant to an Assignment and Assumption Agreement dated even herewith ("Assignment Agreement"), by and among PDI, Datacube, Neopt and NOK, PDI acquired all of Neopt's and NOKs' right, title, and interest and obligations arising under the Loan Agreements and other Credit Documents, (as defined in the Assignment Agreement; and

NOW THEREFORE, in consideration of the foregoing premises, the parties hereby agrees as follows:

1. Definitions. All capitalized terms used but not defined in this Termination Agreement have the same respective meanings in this Termination Agreement as in the Settlement Agreement.

2. Termination. The parties hereto acknowledge and agree that upon the Forgiveness Date (as defined in the Settlement Agreement), subject to the Settlement Agreement, the PDI Release and the Datacube Release, and further subject to and conditioned upon the condition set forth in Section 4 below, (a) each of the Credit Documents is hereby terminated in all respects and shall have no further force or effect on any of the parties hereto, and (b) all other agreements among them in connection with or related to the Credit Documents, other than the Settlement Agreement, the Datacube Credit Memorandum, the PDI Credit Memorandum, the Notice of Acceptance, the PDI Release and the Datacube Release, are hereby terminated in all respects and shall have no further force or effect on any of the parties hereto. The License Agreement will remain in full force and effect.

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3. Condition. This Termination Agreement is subject to the condition precedent that no Insolvency Event (as defined on Exhibit H of the Settlement Agreement) shall have occurred on or within ninety-eight (98) days after the Closing Date, other than a Bankruptcy (as defined on Exhibit H of the Settlement Agreement) that has been dismissed with prejudice by a final non-appealable order within thirty (30) days after the filing of such Bankruptcy. If an Insolvency Event occurs on or within ninety-eight (98) days after the Closing Date other than a Bankruptcy that is dismissed with prejudice by a final non-appealable order within thirty (30) days after the filing of such Bankruptcy, then this Termination Agreement shall not become effective.

4. Miscellaneous. This Termination Agreement constitutes the entire agreement between the parties and supersedes and cancels any and all prior agreements between the parties relating to the subject matter hereof, other than the Settlement Agreement. THIS TERMINATION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS TERMINATION AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY. This Termination Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors in title and assigns and is enforceable by each of the parties hereto. This Termination Agreement may not be modified or amended except by a written instrument executed by all of the parties hereto. This Termination Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement with the same force and effect as if the signatures of all the parties were on a single counterpart.

[Signatures on Next Page]

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IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first written above.

DATACUBE, INC.

By:_____
Name: Stanley M. Karandanis
Title: Chief Executive Officer

PHOTON DYNAMICS, INC.

By:_____
Name: Richard L. Dissly
Title: Chief Financial Officer

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IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first written above.

DATACUBE, INC.

By:_____
Name: Stanley M. Karandanis
Title: Chief Executive Officer

PHOTON DYNAMICS, INC.

By:_____
Name: Richard L. Dissly
Title: Chief Financial Officer