

OIPF JC106  
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T U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 7/02)  
US No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇨ ⇨ ⇨

102379592

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

1. Name of conveying party(ies):  
Avanex Corporation **2.24.03**  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Holographix LLC  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 577 Main Street, Suite 260  
City: Hudson State: MA Zip: 01749  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Massachusetts  
 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 \_\_\_\_\_  
Execution Date: January 15, 2003


4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
Please see Attachment A  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
Please see Attachment A  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: David M. Shamberger, Esq.  
Internal Address: \_\_\_\_\_  
Street Address: Donovan Hatem LLP  
Two Seaport Lane  
City: Boston State: MA Zip: 02210

6. Total number of applications and registrations involved: 4  
7. Total fee (37 CFR 3.41).....\$ 160.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
N/A  
(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.*  
David M. Shamberger            February, 2003  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document: 1

03/03/2003 JJALLAH2 00000012 75333678  
01 FC:8521      40.00 OP  
02 FC:8522      75.00 OP

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

Refund Ref: 03/03/2003 JJALLAH2 800124539  
CHECK Refund Total: \$45.00

TRADEMARK  
REEL: 002682 FRAME: 0321



**ATTACHMENT A  
TO  
RECORDATION FORM COVER SHEET (TRADEMARKS ONLY)**

**TRADEMARKS ASSIGNED**

Trademarks

Date of First Use

- |    |  |               |
|----|--|---------------|
| 1. | “Creating a Spectrum of Optical Solutions” | June 1999     |
| 2. | “We make mirrors in all flavors”           | February 2000 |
| 3. | “We make gratings in all flavors”          | February 2000 |

Registration#

Date

Description

75333678

December 1, 1998

Holographix Inc. (Stylized)

## ASSIGNMENT OF TRADEMARKS

Avanex Corporation, a Delaware corporation, (“**Assignor**”), and New Holographix LLC, a Massachusetts limited liability company, (“**Assignee**”) are parties to that certain Asset Purchase Agreement and related agreements, all effective as of January 15, 2003 (collectively, the “**Agreements**”), pursuant to which Assignor sold, conveyed, transferred, assigned and delivered to Assignee all of Assignor’s right, title and interest in and to certain intellectual property relating to Assignor’s HG Business (as defined in the Agreements), including all patent, copyright, trademark and other intellectual property rights therein together with the business associated therewith.

Assignor has adopted, used and is using the trademarks listed on Schedule A attached hereto (the “**Trademarks**”) in connection with the design, development and marketing of certain intellectual property, and is the owner of all right, title and interest in and to the Trademarks including any and all common law rights therein, applications to register and registrations therefor as also listed on Schedule A.

Assignee desires to acquire all right, title and interest in and to the Trademarks, including any and all common law rights therein, applications to register and registrations therefor.

For good and valuable consideration, paid in hand, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, grant, transfer and otherwise convey to Assignee, all of Assignor’s right, title and interest in and to the Trademarks, including all of its common law rights therein, applications to register and registrations therefor, together with the goodwill of the business symbolized by the Trademarks, for Assignee’s own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, together with all claims for damages by reasons of past infringement of said Trademarks, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor hereby agrees to take all actions, and to execute and deliver all additional instruments and documents, as Assignee may reasonably request for the purpose of carrying out this Assignment and the transactions contemplated herein including, but not limited to, all instruments and documents necessary to transfer the Trademarks in the United States and any foreign countries.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith which have not been previously identified to Assignee.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed in its name by its duly authorized officer to be effective as of the 15 day of January, 2003.

AVANEX CORPORATION

By: 

Name: Bruce Pollock

Title: Chief Financial Officer and  
Senior Vice President

STATE OF CALIFORNIA

COUNTY OF Alameda ss.

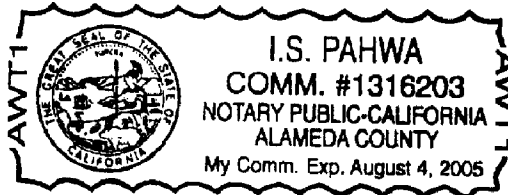
BEFORE ME personally appeared the said Bruce Pollock, Chief Financial Officer and Senior Vice President of Avanex Corporation, and acknowledged the foregoing to be the act and deed of said entity, this 15 day of January, 2003.



Notary Public in and for  
the State of California

My commission expires:

Aug. 4, 2005



TRADEMARK

REEL: 002682 FRAME: 0324

SCHEDULE A  
TRADEMARKS ASSIGNED

<u>Trademarks</u>	<u>Date of First Use</u>
1. "Creating a Spectrum of Optical Solutions"	June 1999
2. "We make mirrors in all flavors"	February 2000
3. "We make gratings in all flavors"	February 2000

<u>Registration#</u>	<u>Date</u>	<u>Description</u>
75333678	December 1, 1998	Holographix Inc. (Stylized)

COPY

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Assignor has adopted, used and is using the trademarks listed on Schedule A attached hereto (the “**Trademarks**”) in connection with the design, development and marketing of certain intellectual property, and is the owner of all right, title and interest in and to the Trademarks including any and all common law rights therein, applications to register and registrations therefor as also listed on Schedule A.

Assignee desires to acquire all right, title and interest in and to the Trademarks, including any and all common law rights therein, applications to register and registrations therefor.

For good and valuable consideration, paid in hand, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, grant, transfer and otherwise convey to Assignee, all of Assignor’s right, title and interest in and to the Trademarks, including all of its common law rights therein, applications to register and registrations therefor, together with the goodwill of the business symbolized by the Trademarks, for Assignee’s own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, together with all claims for damages by reasons of past infringement of said Trademarks, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor hereby agrees to take all actions, and to execute and deliver all additional instruments and documents, as Assignee may reasonably request for the purpose of carrying out this Assignment and the transactions contemplated herein including, but not limited to, all instruments and documents necessary to transfer the Trademarks in the United States and any foreign countries.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith which have not been previously identified to Assignee.

COPY

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed in its name by its duly authorized officer to be effective as of the 15 day of January, 2003.

AVANEX CORPORATION

By: [Signature]  
Name: Bruce Pollock  
Title: Chief Financial Officer and  
Senior Vice President

STATE OF CALIFORNIA

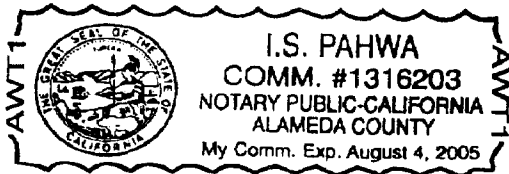
COUNTY OF Alameda ss.

BEFORE ME personally appeared the said Bruce Pollock, Chief Financial Officer and Senior Vice President of Avanex Corporation, and acknowledged the foregoing to be the act and deed of said entity, this 15 day of January, 2003.

[Signature]  
Notary Public in and for  
the State of California

My commission expires:

Aug. 4, 2005



COPY

SCHEDULE A

TRADEMARKS ASSIGNED

Trademarks

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Registration#

Date

Description

75333678	December 1, 1998	Holographix Inc. (Stylized)
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COPY

FILED

FEB 12 2003

SECRETARY OF THE COMMONWEALTH  
CORPORATIONS DIVISION

AMENDED AND RESTATED CERTIFICATE OF ORGANIZATION

OF

HOLOGRAPHIX LLC

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned, desiring to organize a Massachusetts limited liability company, hereby certifies as follows:

1. Federal Employer Identification Number. The Federal Employer Identification Number of the limited liability company organized hereby is 81-058-5636.
2. Name of the Limited Liability Company. The name of the limited liability company formed hereby is Holographix LLC (the "LLC"). The LLC was originally formed under the name New Holographix, LLC.
3. Date of Filing of Certificate of Organization. The original Certificate of Organization of the LLC was filed on December 12, 2002.
4. Office of the Limited Liability Company. The current address of the office of the LLC for purposes of Section 5 of the Act is 577 Main Street, Suite 260, Hudson, MA 01749. The address of the office of the LLC was previously c/o Chatham Ventures, 20 William Street, Suite 250, Wellesley, MA 02481.
5. Business of the LLC. The general character of the business of the LLC is to engage in the development and manufacturing of holographic diffraction gratings and to engage in any activities for which limited liability companies may be organized under Chapter 156C of the General Laws of the Commonwealth of Massachusetts.
6. Date of Dissolution. The LLC shall have no fixed date on which it shall dissolve.
7. Agent for Service of Process. The name and business address of the resident agent for service of process for the LLC is:

<u>Name</u>	<u>Business Address</u>
David M. Rowe	Holographix LLC 577 Main Street, Suite 260 Hudson, MA 01749

The name and business address of the resident agent for service of process for the LLC was previously: David F. Millet, Chatham Venture Corporation, 20 William Street, Suite 250, Wellesley, MA 02481.

TRADEMARK

REEL: 002682 FRAME: 0329

8. Managers. The LLC has two (2) managers, whose names and business addresses are as follows:

<u>Name</u>	<u>Business Address</u>
David F. Millet	Chatham Venture Corporation 20 William Street, Suite 250 Wellesley, MA 02481
David M. Rowe	Holographix LLC 577 Main Street, Suite 260 Hudson, MA 01749

9. Execution of Documents. The name and business address of each person who is authorized to execute documents to be filed with the Corporations Division of the Office of the Secretary of the Commonwealth of Massachusetts is as follows:

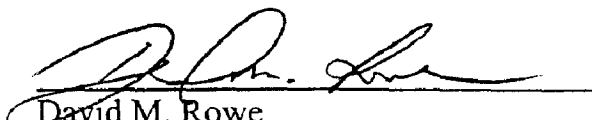
<u>Name</u>	<u>Business Address</u>
David F. Millet	Chatham Venture Corporation 20 William Street, Suite 250 Wellesley, MA 02481
David M. Rowe	Holographix LLC 577 Main Street, Suite 260 Hudson, MA 01749

10. Execution of Recordable Instruments. The name and business address of each person who is authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court is as follows:

<u>Name</u>	<u>Business Address</u>
David F. Millet	Chatham Venture Corporation 20 William Street, Suite 250 Wellesley, MA 02481
David M. Rowe	Holographix LLC 577 Main Street, Suite 260 Hudson, MA 01749



IN WITNESS WHEREOF, the undersigned authorized person has caused this Amended and Restated Certificate of Organization to be executed on behalf of the LLC this 6<sup>th</sup> day of February, 2003.

  
David M. Rowe  
Authorized Person

DH File No. 23995.1  
DH Doc. No. 00732594 v. 2