

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Holographic, Inc.		05/02/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Headwall Photonics, Inc.		
Street Address:	601 River Street		
City:	Fitchburg		
State/Country:	MASSACHUSETTS		
Postal Code:	01420		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2542646	AMERICAN HOLOGRAPHIC	
CORRESPONDENCE DATA			
Fax Number:	(978)342-3719		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	978.353.4046		
Email:	lbarstow@headwallphotonics.com		
Correspondent Name:	Larry Barstow		
Address Line 1:	601 River Street		
Address Line 4:	Fitchburg, MASSACHUSETTS 01420		
NAME OF SUBMITTER:	Larry W Barstow		
Signature:	/Larry W Barstow/		
Date:	02/26/2008		

OP \$40.00 2542646

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and entered into on April 23, 2003 and effective on May 2, 2003, by and between American Holographic, Inc., a Delaware corporation ("Assignor"), and Headwall Photonics, Inc., a Delaware corporation ("Assignee").

For and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Assignor will, effective May 2, 2003, sell, assign, transfer and set over to Assignee all its right, title and interest in, to and under the trademark and trademark registration identified on Schedule A attached hereto (the "Mark"), together with the goodwill of the business symbolized by and associated with the Mark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present and future infringements or dilution of or damage or injury to the Mark or such associated goodwill, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as set forth below.

ASSIGNOR:

AMERICAN HOLOGRAPHIC, INC

By: Marie Oh Huber

Name: Marie Oh Huber

Title: VP, CFO and Secretary

ASSIGNEE:

HEADWALL PHOTONICS, INC.

By: _____

Name:

Title:

TRADEMARK

REEL: 003727 FRAME: 0278

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For and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Assignor will, effective May 2, 2003, sell, assign, transfer and set over to Assignee all its right, title and interest in, to and under the trademark and trademark registration identified on Schedule A attached hereto (the "*Mark*"), together with the goodwill of the business symbolized by and associated with the Mark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present and future infringements or dilution of or damage or injury to the Mark or such associated goodwill, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as set forth below.

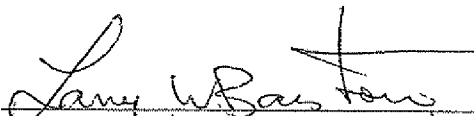
ASSIGNOR:

AMERICAN HOLOGRAPHIC, INC

By: _____
Name:
Title:

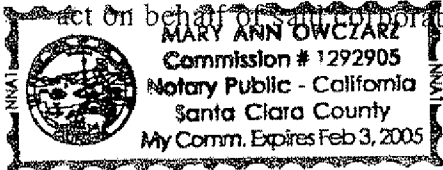
ASSIGNEE:

HEADWALL PHOTONICS, INC.

By: 
Name: Larry W Barstow
Title: President

STATE OF California)
) SS.
COUNTY OF Santa Clara)

On this the 23rd day of April, 2003, before me appeared Marie Oh Huber, the person who signed this instrument, who acknowledged that he or she is the VP, CFO and Secretary of American Holographic, Inc. and that being duly authorized he or she signed such instrument as a free act on behalf of said corporation.



[SEAL]

Mary Ann Owczarz
Notary Public

My commission expires: Feb 3, 2005

TRADEMARK ASSIGNMENT AGREEMENT

Schedule A

Mark

TRADEMARK NAME: AMERICAN
HOLOGRAPHIC

U.S. Registration/Serial No.

CLASS: 9
STATUS: REGISTERED
FILED: 10/31/2000
SERIAL NO.: 76-158,643
REGISTERED: 2/26/2002
REGISTRATION NO. 2,542,646

American Holographic, Inc.
395 Page Mill Road
Palo Alto, Ca. 94306

Headwall Photonics, Inc.
601 River Street
Fitchburg, Massachusetts 01420