

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															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>OFS Fitel, LLC</td> <td></td> <td>12/22/2008</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Furukawa Electric North America, Inc.</td> <td></td> <td>12/22/2008</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	OFS Fitel, LLC		12/22/2008	LIMITED LIABILITY COMPANY: DELAWARE	Furukawa Electric North America, Inc.		12/22/2008	CORPORATION: DELAWARE		
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PROPERTY NUMBERS Total: 1															
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CORRESPONDENCE DATA															
<p>Fax Number: (770)798-4501 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 770-798-3817 Email: arochester@ofsoptics.com Correspondent Name: OFS Fitel, LLC Address Line 1: 2000 Northeast Expressway Address Line 4: Norcross, GEORGIA 30071</p>															
ATTORNEY DOCKET NUMBER:	LASERWAVE														
NAME OF SUBMITTER:	Allisha D. Rochester														

CH \$40.00 2778615

Signature:	/Alisha D. Rochester/
Date:	08/21/2009
Total Attachments: 5 source=Trademark Assignment FENA to OFS FITEL#page1.tif source=Trademark Assignment FENA to OFS FITEL#page2.tif source=Trademark Assignment FENA to OFS FITEL#page3.tif source=Trademark Assignment FENA to OFS FITEL#page4.tif source=Trademark Assignment FENA to OFS FITEL#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") effective as of December 29, 2008 (the "Effective Date") by Furukawa Electric North America, Inc., a Delaware corporation ("Assignor").

RECITALS:

WHEREAS, Assignor and OFS Fitel, LLC, a Delaware limited liability company ("Assignee"), are parties to an Asset Contribution and Assumption of Liabilities Agreement as of the even date herewith (the "Asset Contribution Agreement"), pursuant to which Assignor sells, transfers, sets over, conveys, delivers and contributes in kind to Assignee as additional paid in capital all of Assignor's right, title and interest in and to the IP Division, as such term defined therein, for good and valuable consideration;

WHEREAS, the IP Division includes certain trademarks owned by Assignor, including, but not limited to those registered trademarks as listed in Exhibit A;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to all registered and unregistered trademarks owned by Assignor, including, but not limited to those trademarks set forth in Exhibit A, along with any and all goodwill relating thereto (the "Marks");

NOW, THEREFORE, for good and valuable consideration that Assignor receives from Assignee under the Asset Contribution Agreement, the receipt and sufficiency of which consideration Assignor hereby acknowledges:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor's entire right, title, and interest worldwide in and to the Marks, together with all the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing Assignee's intellectual property rights in the Marks, and to otherwise aid Assignee or its successors in interest in enforcing intellectual property rights in the Marks, all at the expense of Assignee or its successors in interest.

3. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of Assignee and its successors and assigns, to demand and receive any and all of the Marks and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which Assignee or its successors or assigns may deem

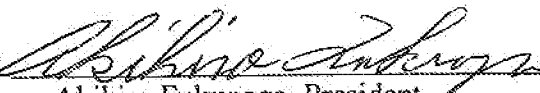
proper for the collection or reduction to possession of, or recordation of ownership to, any of the Marks, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Marks which Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor or by dissolution of Assignor or in any manner or for any reason whatsoever.

4. This Assignment shall be governed by the law of Delaware without regard to any conflicts of laws.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows:

ASSIGNOR:

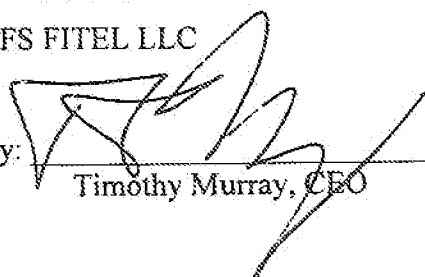
FURUKAWA ELECTRIC NORTH AMERICA, INC.

By: 
Akihiro Fukunaga, President

Date: 12/22/2008

ASSIGNEE:

OFS FITEL LLC

By: 
Timothy Murray, CEO

Date: 12/22/2008

EXHIBIT A

MARKS

Trademarks

TRADEMARKS

Mark: ACCUMAX
Serial #: 74328677
Filing Dt: 11/04/1992
Reg #: 1803138
Reg. Dt: 11/09/1993

Mark: ACCUDRY
Serial #: 75536473
Filing Dt: 08/11/1998
Reg #: 2457814
Reg. Dt: 06/05/2001

Mark: LASERWAVE
Serial #: 78040732
Filing Dt: 12/27/2000
Reg #: 2778615
Reg. Dt: 10/28/2003

Mark: SPECTRAGUIDE
Serial #: 73437452
Filing Dt: 08/01/1983
Reg #: 1324144
Reg. Dt: 03/12/1985

Mark: FIBERGRAFIX
Serial #: 74500001
Filing Dt: 03/09/1994
Reg #: 1936064
Reg. Dt: 11/14/1995

Mark: CLEARGUIDE
Serial #: 75568532
Filing Dt: 10/13/1998
Reg #: 2340285
Reg. Dt: 04/11/2000

Mark: OPTIPATH
Serial #: 78040871
Filing Dt: 12/28/2000
Reg #: 2684719
Reg. Dt: 02/04/2003

Mark: HCS
Serial #: 73552889
Filing Dt: 09/12/1985
Reg #: 1387343
Reg. Dt: 03/25/1986

Mark: TRUEWAVE
Serial #: 74523345
Filing Dt: 05/04/1994
Reg #: 1977210
Reg. Dt: 05/28/1996

Mark: GIGAGUIDE
Serial #: 75580487
Filing Dt: 10/29/1998
Reg #: 2448182
Reg. Dt: 05/01/2001

Mark: ULTRAWAVE
Serial #: 78042103
Filing Dt: 01/08/2001
Reg #: 2730595
Reg. Dt: 06/24/2003

Mark: ST
Serial #: 73575076
Filing Dt: 12/20/1985
Reg #: 1402979
Reg. Dt: 07/29/1986

Mark: OASIX
Serial #: 74643124
Filing Dt: 03/07/1995
Reg #: 1992153
Reg. Dt: 08/06/1996

Mark: CONNECT IT ...
Serial #: 75641059
Filing Dt: 02/18/1999
Reg #: NONE
Reg. Dt:

Mark: TRUEPHASE
Serial #: 78047062
Filing Dt: 02/07/2001
Reg #: 2670335
Reg. Dt: 12/31/2002

Mark: LIGHTPACK
Serial #: 73630422
Filing Dt: 11/14/1986
Reg #: 1447284
Reg. Dt: 07/14/1987

Mark: FLIGHTGUIDE
Serial #: 75039655
Filing Dt: 01/03/1996
Reg #: 2113410
Reg. Dt: 11/18/1997

Mark: O F S
Serial #: 76325322
Filing Dt: 10/15/2001
Reg #: 2940399
Reg. Dt: 04/12/2005

Mark: ALLMETRO
Serial #: 78071700
Filing Dt: 06/29/2001
Reg #: 2664663
Reg. Dt: 12/17/2002

Mark: DUCTPIC
Serial #: 73582761
Filing Dt: 09/04/1987
Reg #: 1486824
Reg. Dt: 05/03/1988

Mark: ULTRASIL
Serial #: 75039656
Filing Dt: 01/03/1996
Reg #: 2288098
Reg. Dt: 10/19/1999

Mark: RIGHTWAVE
Serial #: 76376360
Filing Dt: 02/27/2002
Reg #: 2811344
Reg. Dt: 02/03/2004

Mark: ALLWAVE ADVANTAGE
Serial #: 78307363
Filing Dt: 09/30/2003
Reg #: NONE
Reg. Dt:

Mark: LGX
Serial #: 73756161
Filing Dt: 10/06/1988
Reg #: 1557733
Reg. Dt: 09/26/1989

Mark: V-SYSTEM
Serial #: 75039657
Filing Dt: 01/03/1996
Reg #: 2294581
Reg. Dt: 11/23/1999

Mark: DUCTSAVER
Serial #: 76380680
Filing Dt: 03/11/2002
Reg #: 2875300
Reg. Dt: 08/17/2004

Mark: PYROCOAT
Serial #: 78225533
Filing Dt: 03/14/2003
Reg #: 3060861
Reg. Dt: 02/21/2006

Mark: OPTION1
Serial #: 75303289
Filing Dt: 06/04/1997
Reg #: NONE
Reg. Dt:

Mark: ACCUMAX
Serial #: 74328677
Filing Dt: 11/04/1992
Reg #: 1803138
Reg. Dt: 11/09/1993

Mark: (DRAWING)
Serial #: 76325321
Filing Dt: 10/15/2001
Reg #: 2854369
Reg. Dt: 06/15/2004

Mark: QUALITY LC
Serial #: 78225578
Filing Dt: 03/14/2003
Reg #: NONE
Reg. Dt:

Mark: ACCURIBBON
Serial #: 74217999
Filing Dt: 10/29/1991
Reg #: 1704750
Reg. Dt: 08/04/1992

Mark: AVIOPTICS
Serial #: 75093106
Filing Dt: 04/22/1996
Reg #: 2078893
Reg. Dt: 07/15/1997

Mark: XPRESSTUBE
Serial #: 78011270
Filing Dt: 06/05/2000
Reg #: 2530798
Reg. Dt: 01/15/2002

Mark: ACCUBREEZE
Serial #: 78233476
Filing Dt: 04/03/2003
Reg #: 2965776
Reg. Dt: 09/13/2005

Mark: DRYBLOCK
Serial #: 75306187
Filing Dt: 06/10/1997
Reg #: 2461977
Reg. Dt: 06/19/2001

Mark: MINICORD
Serial #: 75390655
Filing Dt: 11/17/1997
Reg #: 2244014
Reg. Dt: 05/04/1999

Mark: BACKLIGHT
Serial #: 78013565
Filing Dt: 06/20/2000
Reg #: 2633296
Reg. Dt: 10/08/2002

Mark: FIBERWIRE
Serial #: 78265707
Filing Dt: 06/23/2003
Reg #: NONE
Reg. Dt:

Mark: D-LUX
Serial #: 74218000
Filing Dt: 10/29/1991
Reg #: 1767103
Reg. Dt: 04/27/1993