

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSET PURCHASE AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FINISAR CORPORATION		06/12/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VIRTUAL INSTRUMENTS, INC.		
Street Address:	100 Enterprise Way		
City:	Scotts Valley		
State/Country:	CALIFORNIA		
Postal Code:	95066		
Entity Type:	CORPORATION: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78312179	NETWISDOM	
CORRESPONDENCE DATA			
Fax Number:	(703)770-7901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650.233.4522		
Email:	judy.keeley@pillsburylaw.com		
Correspondent Name:	DAVID H. JAFFER/REG. NO. 32,243		
Address Line 1:	P.O. BOX 10500-IP GROUP		
Address Line 2:	PILLSBURY WINTHROP SHAW PITTMAN LLP		
Address Line 4:	McLEAN, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	043243-000-0004		
NAME OF SUBMITTER:	DAVID H. JAFFER/REG. NO. 32,243		
Signature:	/David H. Jaffer/		
Date:	10/13/2009		

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REEL: 004077 FRAME: 0780

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated as of June 12, 2008, is by and between WHITE DOVE ACQUISITION CORPORATION, a company incorporated under the laws of the Cayman Islands ("Buyer"), and FINISAR CORPORATION, a Delaware corporation ("Seller").

RECITALS:

Whereas, Buyer desires to purchase from Seller substantially all of the tangible and intangible assets associated exclusively with Seller's NetWisdom product lines, and Seller is willing to sell and convey such assets to Buyer, on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties hereto agree as follows:

ARTICLE 1

TERMINOLOGY

- 1.1 Acquired Agreements. Such term shall have the meaning defined in Section 2.1(h).
- 1.2 Additional Transfer. Such term shall have the meaning defined in Section 2.3.
- 1.3 Business Day. Any calendar day, excluding Saturdays and Sundays, on which federally chartered banks in the City of San Francisco, California, are regularly open for business.
- 1.4 Business. The sale of NetWisdom software and probes.
- 1.5 Closing. The closing with respect to the transactions contemplated by this Agreement.
- 1.6 Closing Date. The date determined as the Closing Date as provided in Section 6.1.
- 1.7 COBRA. Such term shall have the meaning defined in Section 3.8.
- 1.8 Customer Agreements. Such term shall have the meaning defined in Section 2.1(c).
- 1.9 Disclosure Schedule. Such term shall have the meaning defined in the preface to Article 3.
- 1.10 Documents. This Agreement and all Exhibits and Schedules hereto, and each other agreement, certificate or instrument delivered pursuant to or in connection with this Agreement, including amendments thereto that are expressly permitted under the terms of this Agreement.

1.24 Transitioning Employees. Such term shall have the meaning defined in Section 5.4.

ARTICLE 2

PURCHASE AND SALE

2.1 Sale and Purchase of Assets. Subject to the terms and conditions of this Agreement, Seller does hereby sell, transfer, assign and convey to Buyer, and Buyer does hereby purchase from Seller free and clear of all Liens (except Permitted Liens), all of Seller's right, title and interest, legal and equitable in and to the following assets (the "Purchased Assets"):

(a) All associated technology, software, firmware, inventions, know-how, prototypes, technical or engineering drawings, schematics, specifications, designs, source code, works of authorship, improvements, developments, plans for research and development in present or future, testing information, copyrights, and other intellectual property rights used exclusively in the Business, including the inventions and other intellectual property described in Section 5.4, and all media carrying any of the aforesaid, as well as the right to sue and recover damages for past, present and future infringements, misappropriations, violations or breaches of the foregoing. For the avoidance of doubt, Buyer and Seller agree that no patents or patent applications shall be included in the Purchased Assets.

(b) All trademarks listed in Schedule A attached hereto (the "Purchased Marks"), together with the right to sue and recover damages for past, present and future infringements, misappropriations, violations or breaches of the foregoing.

(c) All marketing and promotional collateral relating to the Business, from which Buyer has removed any specific written references to Seller or any marks or other intellectual property of Seller not conveyed to Buyer hereunder or licensed to Buyer under the License Agreement.

(d) All assignable outstanding customer purchase orders or customer contracts, and support and maintenance agreements (including purchase orders for maintenance) related exclusively to the Business, as listed in Schedule B attached hereto (the agreements specified herein, "Customer Agreements").

(e) All goodwill associated exclusively with the Business.

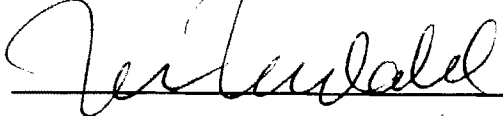
(f) All laboratory and test equipment and software, development equipment and software, and information technology used exclusively in the Business, as listed in Schedule C attached hereto.

(g) All product inventory listed in Schedule D attached hereto.

(h) All assignable agreements with distributors and storage Network Equipment Manufacturers ("NEMs") related exclusively to the Business, as listed in Schedule E attached hereto (the "Acquired Agreements").

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

WHITE DOVE ACQUISITION CORPORATION

By: 

Name: M. VERDAHL

Title: PRESIDENT & CEO

FINISAR CORPORATION

By: _____

Name: _____

Title: _____

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

WHITE DOVE ACQUISITION CORPORATION

By: _____

Name: _____

Title: _____

FINISAR CORPORATION

By: *Jerry S. Rawls*

Name: JERRY S. RAWLS

Title: CEO



SCHEDULE A

Purchased Marks:

Mark	Jurisdiction	Application/Registration Number
NETWISDOM	United States	Reg. No. 3030217
NETWISDOM	European Community	Reg. No. 3489961
NETWISDOM	Canada	Reg. No. TMA678065
NETWISDOM	Japan	Reg. No. 4787559