

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Furukawa Electric North America, Inc.		12/22/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OFS Fitel, LLC		
<b>Street Address:</b>	2000 Northeast Expressway		
<b>City:</b>	Norcross		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30071		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75039657	V-SYSTEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(770)798-4501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7707983817		
<b>Email:</b>	arochester@ofsoptics.com		
<b>Correspondent Name:</b>	OFS Fitel, LLC		
<b>Address Line 1:</b>	2000 Northeast Expressway		
<b>Address Line 4:</b>	Norcross, GEORGIA 30071		
<b>ATTORNEY DOCKET NUMBER:</b>	V-SYSTEM		
<b>NAME OF SUBMITTER:</b>	Edward V. Charbonneau		
<b>Signature:</b>	/Edward V. Charbonneau/		
<b>Date:</b>	12/11/2009		

CH \$40.00 75039657

**Total Attachments: 5**

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## 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

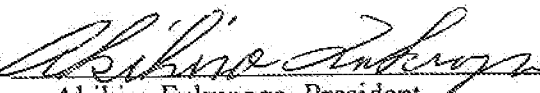
proper for the collection or reduction to possession of, or recordation of ownership to, any of the Marks, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Marks 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:

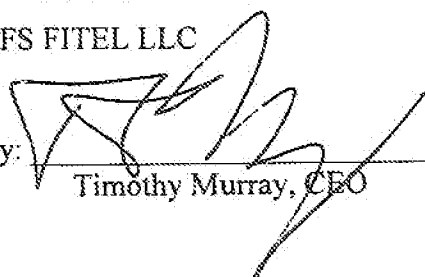
FURUKAWA ELECTRIC NORTH AMERICA, INC.

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