

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/01/2010		
<b>CONVEYING PARTY DATA</b>			
	Name	Formerly	Entity Type
	Schott Jenaer Glas GmbH		LIMITED LIABILITY COMPANY: GERMANY
<b>RECEIVING PARTY DATA</b>			
Name:	Schott AG		
Street Address:	Hattenbergstrasse 10		
City:	55122 Mainz		
State/Country:	GERMANY		
Entity Type:	CORPORATION: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
	Property Type	Number	Word Mark
	Registration Number:	1994813	BOROFLOAT
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)799-5155		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 799-4141		
Email:	ned.whalen@dlapiper.com		
Correspondent Name:	Thomas E. Zutic		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	500 8th St, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	BOROFLOAT		
<b>DOMESTIC REPRESENTATIVE</b>			
Name:			

OP \$40.00 1994813

**900169531**

**TRADEMARK  
 REEL: 004261 FRAME: 0800**

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Thomas E. Zutic
Signature:	/Thomas E. Zutic/
Date:	08/17/2010
Total Attachments: 3 source=BOROFLOAT#page1.tif source=BOROFLOAT#page2.tif source=BOROFLOAT#page3.tif	

## CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment (this "Assignment") is made on 17<sup>th</sup> August, 2010 by and between Schott Jenaer Glas GmbH, a limited liability company organized and existing under the laws of Germany with its principal offices located at Otto-Schoit-Strasse 13, 07745 Jena, Germany ("Assignor") and Schott AG, a corporation organized and existing under the laws of Germany with its registered office at Hattenbergstrasse 10, 55122 Mainz, Germany ("Assignee").

WHEREAS, the Assignor was the owner of all right, title and interest in and to the Trademark listed on the attached Exhibit A (hereinafter, the "Mark"); and

WHEREAS, Assignor was desirous of assigning, and Assignee was desirous of obtaining, all right, title and interest in and to the aforementioned Mark; and

WHEREAS, effective as of 1<sup>st</sup> July 2010, Assignor assigned all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, to Assignee, but a formal written assignment was not executed in a recordable form; and

WHEREAS, the parties now wish to confirm the actual and legal transfer of the Mark from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration previously paid, the sufficiency and receipt of which are hereby acknowledged, it is confirmed that effective as of 1<sup>st</sup> July 2010, Assignor did assign, transfer and convey, and hereby nunc pro tunc assigns, transfers and conveys, unto Assignee, all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement by the Mark, with the right to sue for, and collect the same for its own use and on behalf of its own successors, assigns, or other legal representatives.

2. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. This Assignment may be supplemented by further documentation executed by one or more of the parties, which documentation may be required in certain jurisdictions for recordation of this Assignment with the applicable governing authority.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below, with effect as of the Effective Date.

[signatures appear on the following page]

ASSIGNOR:

Schott Jenaer Glas GmbH

By: 

Name: Klaus Bernhard Hofmann.....

Title: Managing Director.....

Date: 17<sup>th</sup> August 2010.....

ASSIGNEE:

Schott AG

By: 

Name: Thomas Harbach / Wolfgang R. Wentzel

Title: Prokurist / Prokurist.....

Date: 17<sup>th</sup> August 2010.....

EXHIBIT A

BOROFLOAT

U.S. Registration No. 1,994,813

EASTMAN