

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
LUMEN DYNAMICS GROUP, INC.		10/07/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Thorlabs, Inc.		
Street Address:	435 Route 206 North		
City:	Newton		
State/Country:	NEW JERSEY		
Postal Code:	07860		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2198525	GIBRALTAR	
Registration Number:	1278748	INCHWORM	
Registration Number:	2569660	BURLEIGH	
CORRESPONDENCE DATA			
Fax Number:	(866)864-3947		
Phone:	973-401-7157		
Email:	tm@grahamcurtin.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Harris A. Wolin		
Address Line 1:	Graham Curtin, PA		
Address Line 2:	4 Headquarters Plaza, P.O.Box 1991		
Address Line 4:	Morristown, NEW JERSEY 07962-1991		
ATTORNEY DOCKET NUMBER:	THOR 3058-3060		
NAME OF SUBMITTER:	Harris A. Wolin		

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Signature:	/Harris A. Wolin/
Date:	10/26/2011
Total Attachments: 3 source=thor_3058_to_3060_assignments#page1.tif source=thor_3058_to_3060_assignments#page2.tif source=thor_3058_to_3060_assignments#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made on October 7, 2011, by and between **LUMEN DYNAMICS GROUP, INC.**, a corporation organized under the laws of the Province of Ontario under Ontario Corporation Number 001834229, Canada ("Assignor"), and **THORLABS, INC.**, a corporation duly formed under the laws of New Jersey, with a principal address at 435 Route 206 North, Newton, NJ 07860 ("Assignee"), pursuant to a Purchase Agreement, dated as of even date herewith, by and between Assignor, Assignee and Lumen Dynamics Holdings, Inc. (the "Purchase Agreement"). In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall take precedence.

RECITALS:

Assignor has rights to the following United States and international trademark registrations (the "Marks"):

Registration Number	Country	Mark
2,198,525	United States	Gibraltar
1,278,748	United States	Inchworm
2,569,660	United States	Burleigh
2,243,228	European Union	Burleigh
878235	Australia	Burleigh
TMA620952	Canada	Burleigh
149614	Israel	Burleigh

Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Marks, together with all good will and all other rights associated with the Marks.

NOW, THEREFORE, for good and sufficient consideration (including the premises and covenants set forth in the Purchase Agreement), receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the following:
 - a) The Marks;
 - b) All common law rights and good will associated with the Marks; and
 - c) The right to recover damages for any and all past infringement.
3. Assignor agrees, upon reasonable request and without further compensation, but at no expense to Assignor, its and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignee hereby accepts the assignment and conveyance of the Marks.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

LUMEN DYNAMICS GROUP, INC.

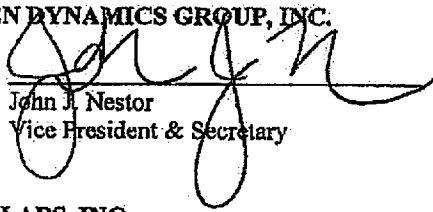
By: _____
Name: John J. Nestor
Title: Vice President & Secretary

THORLABS, INC.

By: _____
Name: Alex Cable
Title: President

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

LUMEN DYNAMICS GROUP, INC.

By: 
Name: John J. Nestor
Title: Vice President & Secretary

THORLABS, INC.

By: _____
Name: Alex Cable
Title: President