

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/04/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Entity Type		
	New Focus, Inc.		02/21/2012
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Newport Corporation		
Street Address:	1791 Deere Avenue		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92606		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2130320	VELOCITY
CORRESPONDENCE DATA			
Fax Number:	(937)449-6405		
Phone:	937-449-6400		
Email:	sherrie.hilty@dinsmore.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:	Kimberly Gambrel, Dinsmore & Shohl LLP		
Address Line 1:	One South Main Street, Suite 1300		
Address Line 2:	Fifth Third Center		
Address Line 4:	Dayton, OHIO 45402		
ATTORNEY DOCKET NUMBER:	NEP0064TA/39074.64		
NAME OF SUBMITTER:	Kimberly Gambrel		

Signature:	/Kimberly Gambrel/
Date:	02/22/2012
Total Attachments: 1 source=NEP0064TA assignment#page1.tif	

CONFIRMATION ASSIGNMENT OF REGISTERED TRADEMARK

WHEREAS, New Focus, Inc. (now named Oclaro Photonics, Inc.) a Delaware corporation ("Assignor"), having its principal place of business at 2560 Junction Avenue, San Jose, California, 95134, is the owner of the mark VELOCITY in International Class 009 in commerce having been registered on January 20, 1998 with the United States Patent and Trademark Office, assigned Registration No. 2,130,320, and


WHEREAS, Assignor and the Assignee (defined below) are parties to that certain New Focus Asset Purchase Agreement dated June 2, 2009 (the "Asset Purchase Agreement"), pursuant to which Assignor sold and transferred to the Assignee Effective July 4, 2009 certain assets of New Focus, including the mark VELOCITY;

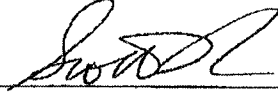
WHEREAS, Assignor is assigning the above-identified Registered mark as part of the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. § 1060;

WHEREAS, Newport, Corporation, a Nevada corporation ("Assignee"), having its principal place of business at 1791 Deere Avenue, Irvine, California 92606, the successor of the ongoing and existing business, or portion thereof, of Assignor, to which the mark pertains, is desirous of acquiring said trademark along with the business associated with the mark;

NOW, THEREFORE, on or about July 4, 2009 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigned to Assignee all right, title and interest in and to the trademark VELOCITY, together with the accompanying goodwill and that portion of the business represented and symbolized by such trademark, the application for such trademark, all related common law rights, the right to register, renew, protect and defend such trademark and the right to sue for past infringements of such trademark. Assignor agrees to cooperate with Assignee to record this Assignment in the United States Patent and Trademark Office and to extend such other cooperation and perform such other acts as may be necessary or appropriate, in the opinion of Assignee, to convey, establish, evidence, maintain, defend and enforce Assignee's rights in the trademark VELOCITY; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR
By: 
Name: Jerry Turin
Title: President
Date: February 21, 2012

ASSIGNEE
By: 
Name: Scott Trask
Title: Director, Intellectual Property
Date: 2/8/12