

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
Quantronix Corporation		05/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Continuum Electro-Optics, Inc.		
Street Address:	3150 Central Expressway		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95051		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0907880	QUANTRONIX	
Registration Number:	1097990	QUANTRONIX	
Registration Number:	2355214	LASER COMMANDER	
CORRESPONDENCE DATA			
Fax Number:	2123084844		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2024787378		
Email:	trademark@edwardswildman.com		
Correspondent Name:	Edwards Wildman Palmer LLP		
Address Line 1:	F.D.R. Station		
Address Line 2:	P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	303582.4000		
NAME OF SUBMITTER:	Michael R. Rizzo		

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Signature:	/Michael R. Rizzo/
Date:	06/08/2012
Total Attachments: 6 source=Quantronix to Continuum Assignment#page1.tif source=Quantronix to Continuum Assignment#page2.tif source=Quantronix to Continuum Assignment#page3.tif source=Quantronix to Continuum Assignment#page4.tif source=Quantronix to Continuum Assignment#page5.tif source=Quantronix to Continuum Assignment#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”) is entered into as of May 1, 2012, (the “**Effective Date**”), by and between Continuum Electro-Optics, Inc., a Delaware corporation with a principal place of business at 3150 Central Expressway, Santa Clara, CA 95051, (“**Assignee**”), and Quantronix Corporation, a Delaware corporation with a principal place of business at 3150 Central Expressway, Santa Clara, CA 95051, (“**Assignor**”), (each of Assignee and Assignor is a “**Party**” and together are the “**Parties**”).

WITNESSETH:

WHEREAS, Assignor owns certain trademarks, trade names and service marks for which it has obtained registrations from the United States Patent and Trademark Office and certain foreign trademark offices, as identified on Schedule A hereto, (the “**Assigned Trademarks**”), and further defined herein; and

WHEREAS, Assignor and Assignee wish to enter into this Trademark Assignment Agreement to consummate the transfer by Assignor to Assignee of all right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Definitions. As used in this Agreement, the term “Assigned Trademarks” means: (i) all trademarks, trade names, service marks, applications and registrations listed on Schedule A hereto; (ii) all goodwill associated with the foregoing; (iii) all rights to apply for in any and all countries of the world registrations based in whole or in part upon the Assigned Trademarks pursuant to any convention, treaty, agreement or understanding; (iv) all rights to any registrations or other governmental grants granted on any Assigned Trademarks and any renewal and extension of the foregoing, and every priority right that is or may be predicated upon or arise from the Assigned Trademarks, to the full term or terms for which the trademarks may be issued, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that it would have been held and enjoyed by Assignor if this Assignment had not been made; and (v) to the extent they exist, all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights (but not obligations) under, or on account of, any of the foregoing, including all causes of action and other enforcement rights for (a) damages, (b) injunctive relief, (c) any other remedies of any kind (in each of cases (a), (b), and (c) for past, current, and future infringement), and (d) all rights to collect royalties and other payments under or on account of any of the foregoing.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably and unconditionally assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Assigned Trademarks.

3. Representations, Warranties, and Covenants. Assignor represents, warrants and covenants that:

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(a) Assignor has full right, power, and authority to enter into this Agreement and all rights necessary to assign the Assigned Trademarks to Assignee;

(b) Except as set forth on Schedule B hereto, Assignor has not assigned, granted or otherwise transferred any right, title, or interest in or to any Assigned Trademarks to any other person or entity; and

(c) Except as set forth on Schedule B hereto, the Assigned Trademarks are free and clear of liens, claims, and encumbrances.

4. Authorizations.

(a) Assignor hereby authorizes the trademark office or governmental agency in each jurisdiction to issue any and all registrations, certificates or other governmental grants or issuances that may be granted upon any of the Assigned Trademarks in the name of Assignee, as the assignee to the entire interest therein.

(b) Assignor hereby authorizes and requests the attorney or agent of record to insert on this Agreement any further identification that may be necessary or desirable in order to comply with the rules of the respective patent office or governmental agency in each jurisdiction for recordation or other official recognition.

5. Further Assurances.

(a) **Cooperation and Assistance.** Assignor will, at Assignee's request, (i) cooperate with and assist Assignee in perfecting, maintaining, protecting, and enforcing Assignee's rights in the Assigned Trademarks, and (ii) execute and deliver to Assignee any documents deemed necessary or appropriate by Assignee in its discretion to perfect, maintain, protect, or enforce Assignee's rights in the Assigned Trademarks or otherwise carry out the purpose of this Agreement.

(b) **Power of Attorney.** Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignee's agent and attorney-in-fact to act for and in Assignor's behalf to execute, deliver and file any and all documents with the same legal force and effect as if executed by Assignor, if Assignee is unable for any reason to secure Assignor's signature on any document needed in connection with the actions described in Section 5(a). Assignor acknowledges that this appointment is coupled with an interest and is irrevocable.

6. Miscellaneous.

(a) **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Massachusetts, United States of America, without reference to its conflicts of laws provisions.

(b) **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the

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invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

(c) Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties and supersedes any and all previous agreements and understandings between the Parties with respect to the subject matter hereof.

(d) Amendment. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party; no other act, document, usage or custom will be deemed to amend or modify this Agreement.

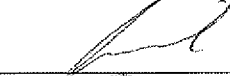
(e) No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

(f) Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instruments. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all parties reflected hereon as signatories.

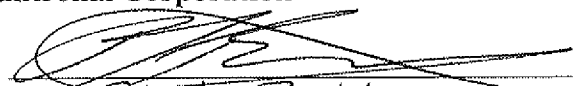
[Signature page to follow]

The Parties are signing this Agreement as of the dates set forth below.

Continuum Electro-Optics, Inc.

By: 
Name: John Kovsh
Title: Director
Date: 5/31/12

Quantronix Corporation

By: 
Name: Robert Buckley
Title: President
Date: May 31 2012

Schedule A

Assigned Trademarks

Owner	Country	Trademark	Application/ Registration No.	Filing Date	Registration Date
Quantronix Corporation	Japan	QUANTRONIX	1,260,713	2/8/1973	4/1/1977
Quantronix Corporation	United States	QUANTRONIX	0,907,880	1/23/1969	2/16/1971
Quantronix Corporation	United States	QUANTRONIX	1,097,990	3/23/1977	8/1/1978
Quantronix Corporation	United States	LASER COMMANDER	2,355,214	7/22/1999	6/6/2000

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Schedule B

Security Interests and Liens

1. Trademark Security Agreement with Bank of America, N. A. dated October 19, 2011

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