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
EXFO BURLEIGH PRODUCTS GROUP INC.	FORMERLY Burleigh Instruments, Inc.	05/05/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	EXFO PHOTONIC SOLUTIONS INC.
Street Address:	2260 Argentia Road
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L5N 6H7
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2569660	BURLEIGH

OP $40.00 2569660

CORRESPONDENCE DATA

Fax Number: 8668643947

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 973-401-7157
Email: tm@grahamcurtin.com
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:	3797-12 (3060)

DOMESTIC REPRESENTATIVE

Name: Graham Curtin, PA

Address Line 1:	P.O. Box 1991
Address Line 2:	4 Headquarters Plaza
Address Line 4:	Morristown, NEW JERSEY 07962-1991

NAME OF SUBMITTER:	Harris A. Wolin
Signature:	/Harris A. Wolin/
Date:	09/14/2012

Total Attachments: 2
source=3797_12_thor_3060_burleigh_assignment_exfo_burleigh_to_exfo_photonic#page1.tif
source=3797_12_thor_3060_burleigh_assignment_exfo_burleigh_to_exfo_photonic#page2.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **EXFO BURLEIGH PRODUCTS GROUP INC.**, a corporation duly constituted under the laws of New York, USA under the registered number 237795 (formerly Burleigh Instruments Inc.) (the «Assignor») hereby assign, sell, grant, convey and transfer to **EXFO PHOTONIC SOLUTIONS INC.**, a corporation duly constituted under the laws of Ontario, Canada, having its head office at 2260, Argentia Road, Mississauga, Ontario, L5N 6H7, Canada, (the «Assignee»), all its right, title, and interest in and to the patents, patents applications and registrations, trademarks, trademark applications and registrations described in Schedule «A» attached hereto and incorporated herein by reference, as part of the entire business or portion thereof to which the patent and trademarks pertain, together with the goodwill associated with said patents and trademarks, in the United States and throughout the world.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, it 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 and applications in the United States and throughout the world for said patents or trademarks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said patents or trademarks, and any registrations issued for said patents or trademarks in the United States and throughout the world.

Assignor hereby irrevocably constitutes and appoints Assignee, with full power of substitution, as Assignor's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Deed of Assignment effective as of May 5, 2010.

ASSIGNOR:	ASSIGNEE:
EXFO BURLEIGHPRODUCTS GROUP INC.	EXFO PHOTONIC SOLUTIONS INC.
By: _____	By: _____
Germain Lamonde, President	Pierre Plamondon, Vice-President

BR

Confidential
Ckernan@riverstoneconmany.c
31-Aug-10 15:16

SCHEDULE «A»

TRADEMARK:	**GIBRALTAR**
Registration Number:	2,198,525
Country:	U.S.
TRADEMARK:	**BURLEIGH**
Registration Number:	2,569,660
Country:	U.S
TRADEMARK:	**BURLEIGH**
Registration Number:	TMA620952
Country:	Canada
TRADEMARK:	**BURLEIGH**
Registration Number:	878,235
Country:	Australia
TRADEMARK:	**BURLEIGH**
Registration Number:	002243228
Country:	European Union
TRADEMARK:	**BURLEIGH**
Registration Number:	149,614
Country:	Israel

PATENT:	Linear incremental bi-directional motor
Registration Number:	6,380,661
Country:	U.S.
PATENT:	Inertial impact drill for cytological applications
Registration Number:	6,251,658
Country:	U.S
PATENT:	Peristaltic driver apparatus
Registration Number:	5,751,090
Country:	U.S.

Confidential, Ckerman@riversidecompany.c 31-Aug-10 15:16