

## 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
Kopin Corporation		01/15/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IQE KC, LLC		
Street Address:	200 John Hancock		
City:	Taunton		
State/Country:	MASSACHUSETTS		
Postal Code:	02780		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2967396	KTC	
Registration Number:	2845741	GAIN-HBT	
Serial Number:	85585126	SMART EPI	
CORRESPONDENCE DATA			
Fax Number:	5097771600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206.447.8925		
Email:	stewr@foster.com		
Correspondent Name:	Nancy V. Stephens, Foster Pepper PLLC		
Address Line 1:	1111 Third Avenue, Suite 3400		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	206638-3		
NAME OF SUBMITTER:	Nancy V. Stephens		

Signature:	/Nancy V. Stephens/
Date:	01/25/2013
<b>Total Attachments: 7</b> source=12. IP Assignment Agreement_EXECUTED#page1.tif source=12. IP Assignment Agreement_EXECUTED#page2.tif source=12. IP Assignment Agreement_EXECUTED#page3.tif source=12. IP Assignment Agreement_EXECUTED#page4.tif source=12. IP Assignment Agreement_EXECUTED#page5.tif source=12. IP Assignment Agreement_EXECUTED#page6.tif source=12. IP Assignment Agreement_EXECUTED#page7.tif	

**INTELLECTUAL PROPERTY  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "IP Assignment") is made effective as of January 15, 2013, by and between **Kopin Corporation**, a Delaware corporation with a place of business located at 200 John Hancock, Taunton, Massachusetts 02780 (the "Assignor"), and **IQE KC, LLC**, a Delaware limited liability company with a place of business which will be located at 200 John Hancock, Taunton, Massachusetts 02780 ("Assignee").

**RECITALS**

WHEREAS, Assignor, Assignee, and certain other parties as stated therein have entered into a Purchase Agreement, dated as of January 10, 2013 (the "Purchase Agreement"), whereby Assignee is purchasing the Assets (as defined in the Purchase Agreement) from Assignor.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer, and Assignee has agreed to acquire and assume all of Assignor's worldwide right, title and interest in, to and under domestic and foreign patents and trademarks and applications for patents and trademarks owned by Assignor and used in the Business (as defined in the Purchase Agreement) set forth in Exhibit A attached hereto (the "Assumed Patents and Trademarks").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. Assignment and Assumption. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under the Assumed Patents and Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Assumed Patents and Trademarks, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Taiwan, China, and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. No Encumbrances. Assignor warrants that it owns the Assumed Patents and Trademarks free and clear of any liens, claims or encumbrances and that it has the authority to assign the Assumed Patents and Trademarks as contemplated herein.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the Seller's representations, warranties, covenants, agreements, and indemnities relating to the Assets, are incorporated herein by reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each of the parties hereto covenants and agrees to execute and deliver, at the reasonable request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this IP Assignment.

5. Successors in Interest. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, and any reference to a party shall also be a reference to the successors and permitted assigns thereof.

6. Governing Law. This IP Assignment shall be governed by and construed and enforced according with the laws of the State of Delaware without reference to its choice of law rules.


7. Miscellaneous. This Assignment (i) may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and (ii) may be modified or amended only by written agreement executed by each of the parties hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has executed and delivered this Intellectual Property Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

**Kopin Corporation, a**  
Delaware corporation

By:   
Name: *Richard Sussinger*  
Its: *Chief Financial Officer*

ASSIGNEE:

**IQE KC, LLC, a**  
a Delaware limited liability company

By: IQE, Inc., a Delaware corporation  
Its: Sole Member

By: \_\_\_\_\_  
Name:  
Its:

IN WITNESS WHEREOF, Assignor has executed and delivered this Intellectual Property Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

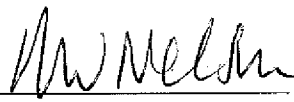
**Kopin Corporation, a**  
Delaware corporation

By: \_\_\_\_\_  
Name:  
Its:

ASSIGNEE:

**IQE KC, LLC, a**  
a Delaware limited liability company

By: IQE, Inc., a Pennsylvania corporation  
Its: Sole Member

By:   
Name: Andrew Nelson  
Its: President

[Signature Page to IP Assignment and Assumption Agreement]

**EXHIBIT A****ASSUMED PATENTS AND TRADEMARKS****Patents**

<b>TITLE</b>	<b>SERIAL NUMBER</b>	<b>PATENT NUMBER</b>	<b>FILING DATE</b>	<b>GRANT DATE</b>	<b>COUNTRY</b>	<b>STATUS</b>
Bipolar Transistor With Enhanced Base Transport	12/490,774	7,872,330	24-Jun-2009	18-Jan-2011	United States	Granted
Bipolar Transistor With Enhanced Base Transport	10/969,762	7,566,948	20-Oct-2004	28-Jul-2009	United States	Granted
Bipolar Transistor	10/969,804	7,345,327	20-Oct-2004	18-Mar-2008	United States	Granted
Bipolar Transistor With Lattice Matched Base Layer	10/824,697	7,186,624	14-Apr-2004	06-Mar-2007	United States	Granted
Bipolar Transistor With Graded Base Layer	11/039,299	7,115,466	20-Jan-2005	03-Oct-2006	United States	Granted
Bipolar Transistor With Graded Base Layer	10/121,444	6,847,060	10-April-2002	25-Jan-2005	United States	Granted
Bipolar Transistor With Lattice Matched Base Layer	09/995,079	6,750,480	27-Nov-2001	15-Jun-2004	United States	Granted
Method of Preparing Indium Phosphide Heterojunction Bipolar Transistors	10/041,657	6,800,879	08-Jan-2002	05-Oct-2004	United States	Granted
Bipolar Transistor With Graded Base Layer	92107363	I288479	01-Apr-2003	11-Oct-2007	Taiwan	Granted
Bipolar Transistor With Graded Base Layer	03807597.0	ZL038075970	31-Mar-2003	31-Dec-2008	China	Granted
Method And Layer Structure For Preventing Intermixing Of Semiconductor Layers	201110285185.1		16-Sep-2011		China	Pending
Method And Layer Structure For Preventing Intermixing Of Semiconductor Layers	100133412		16-Sep-2011		Taiwan	Pending
Method And Layer Structure For Preventing Intermixing Of Semiconductor Layers	13/231,163		13-Sep-2011		United States	Pending
Methods For Monitoring Growth Of Semiconductor Layers	13/300,128		18-Nov-2011		United States	Pending
Methods For Monitoring Growth Of Semiconductor Layers	201110381839.0		22-Nov-2011		China	Pending
Methods For Monitoring Growth Of Semiconductor Layers	100142591		21-Nov-2011		Taiwan	Pending
Bipolar High Electron Mobility Transistor And Methods Of Forming Same	13/528,937		21-Jun-2012		United States	Pending
Bipolar High Electron Mobility Transistor And Methods Of Forming Same	201210230125.4		21-Jun-2012		China	Pending
Bipolar High Electron Mobility Transistor And Methods Of Forming Same	101122267		21-Jun-2012		Taiwan	Pending
InN-Based Double Heterostructure Field Effect Transistor And Method Of Forming The Same	61/588,014		18-Jan-2012		United States	Pending
E-Mode AlN HEMTs And Method Of Making The Same	61/656,882		07-Jun-2012		United States	Pending

<b>TITLE</b>	<b>SERIAL NUMBER</b>	<b>PATENT NUMBER</b>	<b>FILING DATE</b>	<b>GRANT DATE</b>	<b>COUNTRY</b>	<b>STATUS</b>
Double AlN Spacers For Nitride HEMTs	61/656,591		07-Jun-2012		United States	Pending
Nitride-Based Field Effect Transistor Having Compositionally Graded Carrier Supplying Barrier	61/656,860		07-Jun-2012		United States	Pending
Nitride-Based Field Effect Transistor And Methods Of Forming The Same	61/691,573		21-Aug-2012		United States	Pending
Compositionally Graded Nitride-based High Electron Mobility Transistor	61/694,014		28-Aug-2012		United States	Pending
AlN-Based Materials Structures and Methods of Forming	61/696,564		04-Sep-2012		United States	Pending

## Trademarks

<u>Trademark</u>	<u>File No.</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
	<u>Country</u>	<u>Date</u>	<u>Date</u>	<u>Next Renewal</u>

### United States of America

<b>KTC</b>	0717.0158-000	76/123,482	2,967,396	Registered
	United States of America	06-Sep-2000	12-Jul-2005	12-Jul-2015
	<i>Class(es) : 09 Int.</i>			
<b>GAIN-HBT</b>	0717.0187-000	76/397,529	2,845,741	Registered
	United States of America	19-Apr-2002	25-May-2004	25-May-2014
	<i>Class(es) : 09 Int.</i>			
<b>SMART EPI</b>	0717.0305-000	85/585,126		Pending
	United States of America	30-Mar-2012		
	<i>Class(es) : 09 Int.</i>			

### China (People's Republic)

<b>SMART EPI</b>	0717.0305-001	[Status?]		Pending
	China (People's Republic)	27-Sep-2012		
	<i>Class(es) :</i>			



<u>Trademark</u>	<u>File No.</u> <u>Country</u>	<u>Application No.</u> <u>Date</u>	<u>Registration No.</u> <u>Date</u>	<u>Status</u> <u>Next Renewal</u>
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**European Community**

<b>GAIN-HBT</b>	0717.0187-001 European Community	002902815 16-Oct-2002	002902815 16-Oct-2002	Abandoned <sup>1</sup> 16-Oct-2012
	<i>Class(es) : 09 Int.</i>			

**Japan**

<b>GAIN-HBT</b>	0717.0187-002 Japan	2002087699 17-Oct-2002	4,728,038 21-Nov-2003	Registered 21-Nov-2013
	<i>Class(es) : 09 Int.</i>			

**Korea, Republic of**

<b>GAIN-HBT</b>	0717.0187-003 Korea, Republic of	2002-47655 17-Oct-2002	0582839 18-May-2004	Registered 18-May-2014
	<i>Class(es) : 09 Int.</i>			

**Taiwan**

<b>GAIN-HBT</b>	0717.0187-004 Taiwan	91043360 16-Oct-2002	01063212 01-Nov-2003	Registered 01-Nov-2013
	<i>Class(es) : 09 Int.</i>			
<b>SMART EPI</b>	0717.0305-002 Taiwan	101055247 28-Sep-2012		Pending
	<i>Class(es) : 09 Int.</i>			

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<sup>1</sup> Although this registration lapsed on 10/16/2012, it can be renewed during a grace period which expires on 4/16/13.