

## 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
Radiant Zemax, LLC		11/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Zemax, LLC		
Street Address:	22908 NE Alder Crest Drive, Suite 100		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98053		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2234176	ZEMAX	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	James L. Vana / Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101-3099		
ATTORNEY DOCKET NUMBER:	77433-4000		
NAME OF SUBMITTER:	James L. Vana		
Signature:	/James L. Vana/		

Date:

12/12/2013

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of this 27th day of November, 2013 ("Effective Date") by and between Radiant Zemax, LLC, a Delaware limited liability company, with its principal office at 22908 NE Alder Crest Drive, Suite 100, Redmond WA 98053 ("Assignor"), and Zemax, LLC, a Delaware limited liability company, with its principal office at 22908 NE Alder Crest Drive, Suite 100, Redmond WA 98053 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Contribution Agreement dated November 27, 2013 (the "Contribution Agreement"); and

**WHEREAS**, pursuant to the Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations described on Schedule A attached hereto and the foreign trademark registrations described on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

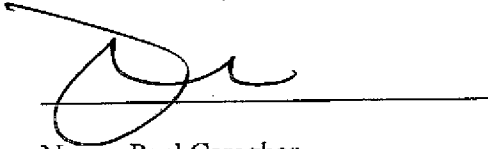
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby s assigns, transfers, contributes and conveys to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

\* \* \* \* \*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR**  
Radiant Zemax, LLC



Name: Paul Caragher

Title: Chief Executive Officer

**ASSIGNEE**  
Zemax, LLC



Name: Paul Caragher

Title: Chief Executive Officer

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS/APPLICATIONS**

Country	Trademark	App. No. / Date	Reg. No. / Date	Owner
USA	ZEMAX	75/445761 06-Mar-1998	2234176 23-Mar-1999	Radiant Zemax, LLC

**SCHEDULE B**

**FOREIGN TRADEMARK REGISTRATIONS/APPLICATIONS**

