

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
CyOptics, Inc.		01/06/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Avago Technologies General IP (Singapore) Pte. Ltd.		
Street Address:	1 Yishun Avenue 7		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	968723		
Entity Type:	CORPORATION: SINGAPORE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4156901	CYOPTICS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	970-288-0731		
Email:	kathy.manke@avagotech.com		
Correspondent Name:	Kathy Manke		
Address Line 1:	4380 Ziegler Road		
Address Line 4:	Fort Collins, COLORADO 80525		
ATTORNEY DOCKET NUMBER:	2012-002TM		
DOMESTIC REPRESENTATIVE			
Name:	Jeff Newton		
Address Line 1:	4380 Ziegler Road		
Address Line 4:	Fort Collins, COLORADO 80525		

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NAME OF SUBMITTER:	Kathy Manke
Signature:	/Kathy Manke/
Date:	02/07/2014
Total Attachments: 3 source=Cyoptics - Trademark Assignment#page1.tif source=Cyoptics - Trademark Assignment#page2.tif source=Cyoptics - Trademark Assignment#page3.tif	

Appendix D

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (the "Assignment"), effective as of January 6, 2014 is made by and between Avago Technologies General IP (Singapore) Pte. Ltd., a Singapore corporation with a tax registration number 2005-12430-D, having a principal place of business at 1 Yishun Avenue 7, Singapore 968723 ("Assignee") and CyOptics, Inc., a company incorporated under the laws of Delaware, U.S.A. having its principal office at 9999 Hamilton Blvd, Breinigsville, PA 18031 U.S.A. ("Assignor"). Assignee and Assignor are referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into a certain Intellectual Property Purchase Agreement, with effect as of January 6, 2014, by and among, Assignor and Assignee (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to transfer to Assignee all of the right, title and interest of Assignor in and to certain assets, properties, rights and interests, including without limitation, certain Purchased Trademarks (as defined in the Purchase Agreement);

WHEREAS, Assignee is desirous of acquiring (and Assignor is desirous of assigning to Assignee) the entire right, title and interest in and to the Purchased Trademarks and in and to any and all trademark rights worldwide which may be obtained therefor; and

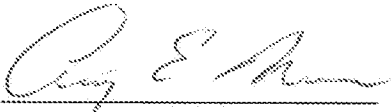
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

8. Assignor does hereby sell, assign, transfer, and convey to Assignee free and clear of all liens or other encumbrances, and to the maximum extent provided under law, all of Assignor's entire worldwide right, title and interest in, to, and under the Purchased Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and 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 and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
9. Assignor hereby covenants and agrees that Assignor will not execute any writing or do any act whatsoever conflicting with this Assignment, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary or desirable assistance in making application for and obtaining registrations of trademarks of Purchased Trademarks, and in enforcing any rights or causes of action accruing as a result of such applications for trademarks or registration of trademarks under Purchased Trademarks, by giving testimony in any proceedings or transactions involving such Purchased Trademarks, and/or by executing preliminary statements and other affidavits.
10. The Parties authorize and request that the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, record Assignee as the owner of record for the Purchased Trademarks and register the trademark for the pending Purchased Trademarks to the Assignee upon registration.

11. All disputes, claims or controversies arising out of this Assignment, or the negotiation, validity or performance of this Assignment, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of New York, U.S.A. without regard to its rules of conflict of laws.
12. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
13. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
14. This Assignment may be executed in two (2) counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

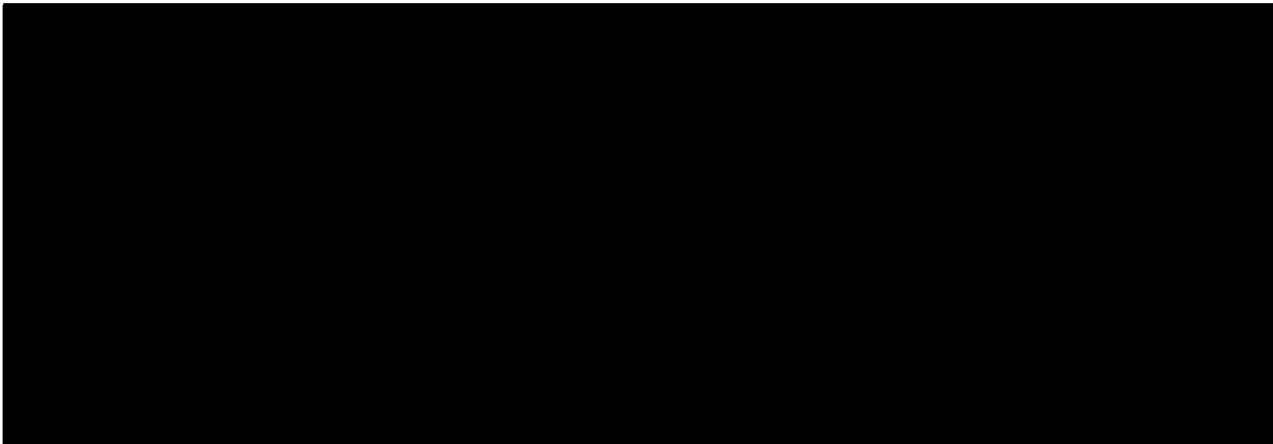
CyOptics, Inc.
(as Assignor)

By: 

Name: Anthony E. Maslowski

Title: Director

Date: Jan 6, 2014



Trademarks

Registration Number	Country	Trademark	App. No. Filing Date	Reg. Date	Goods
4156901	United States of America	CYOPTICS	July 28, 2011	June 12, 2012	IC 009. US 021 023 026 036 038. G & S: Indium-phosphide (InP)-based semiconductor lasers, detectors and modulators; Silica-on-Silicon integrated Planar Lightguide Circuit (PLC) chips as a component of optical electronics; optical communications components and modules, namely, optical transmitters, optical receivers, optical transceivers or optical transponders; photonics technology devices, namely, integrated InP chips and Silica-on-Silicon PLCs packaged in transmitters, receives, transceivers or transponders.

** End of Appendix A **