

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM334627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/02/1987		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optical Coating Laboratory, Inc.		11/02/1987	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Optical Coating Laboratory, Inc.		
Street Address:	2789 NORTHPOINT PARKWAY		
City:	SANTA ROSA		
State/Country:	CALIFORNIA		
Postal Code:	95407		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0803077	HEA	
CORRESPONDENCE DATA			
Fax Number:	2404041198		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	legal.ip@jdsu.com		
Correspondent Name:	JDS Uniphase Corporation		
Address Line 1:	430 N. McCarthy Blvd.		
Address Line 4:	Milpitas, CALIFORNIA 95035		
ATTORNEY DOCKET NUMBER:	HEA-OCLI MERGER-CA-DE		
NAME OF SUBMITTER:	Nancy Terwilliger		
SIGNATURE:	/Nancy Terwilliger/		
DATE SIGNED:	03/10/2015		
Total Attachments: 10			
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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

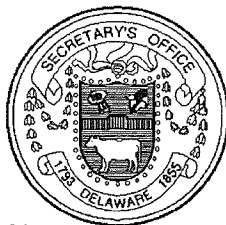
"OPTICAL COATING LABORATORY, INC.", A CALIFORNIA CORPORATION,

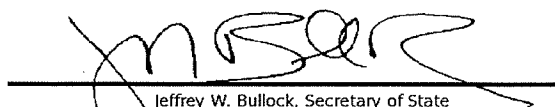
WITH AND INTO "OPTICAL COATING LABORATORY, INC." UNDER THE NAME OF "OPTICAL COATING LABORATORY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SECOND DAY OF NOVEMBER, A.D. 1987, AT 10:55 O'CLOCK A.M.

2116933 8100M

090447624

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7291100

DATE: 05-08-09

TRADEMARK
REEL: 005475 FRAME: 0055

877306032

AGREEMENT AND PLAN OF MERGER
OF OPTICAL COATING LABORATORY, INC.,
A DELAWARE CORPORATION
AND
OPTICAL COATING LABORATORY, INC.
A CALIFORNIA CORPORATION

10:55 am
FILED

NOV 2 1987

Robert G. H. H.
SECRETARY OF STATE

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 31, 1987 (the "Agreement") is between Optical Coating Laboratory, Inc., a Delaware corporation ("OCLI Delaware"), and Optical Coating Laboratory, Inc., a California corporation ("OCLI California"). OCLI Delaware and OCLI are sometimes referred to herein as the "Constituent Corporations."

RECITALS:

A. OCLI Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 10,050,000 shares, of which 50,000 shares are undesignated Preferred Stock, \$.01 par value, issuable in one or more series, and 10,000,000 shares are Common Stock, \$.01 par value, 100 shares of which are outstanding and held by OCLI California.

B. OCLI California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 10,050,000 shares, of which 50,000 shares are Preferred Stock, no par value, none of which is issued or outstanding, and 10,000,000 shares are Common Shares, no par value, of which 5,870,790 shares were issued and outstanding as of January 30, 1987.

C. The Board of Directors of OCLI California has determined that, for the purpose of effecting the reincorporation of OCLI California in the State of Delaware, it is advisable that OCLI California merge with and into OCLI Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of OCLI Delaware and OCLI California have approved this Agreement and the Boards of Directors of OCLI Delaware and OCLI California have directed that this Agreement be submitted to a vote of their shareholders.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, OCLI Delaware and OCLI California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, OCLI California shall be merged with and into OCLI Delaware (the "Merger") and OCLI Delaware shall be, and is herein sometimes referred to as the "Surviving Corporation," and the name of the Surviving Corporation shall be Optical Coating Laboratory, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger or an executed counterpart of this Agreement shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Certificate of Merger meeting the requirements of the California General Corporation Law shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of Merger."

1.3 Certificate of Incorporation. The Certificate of Incorporation of OCLI Delaware as in effect immediately prior to the Effective Date of Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

1.4 By-Laws. The By-Laws of OCLI Delaware as in effect immediately prior to the Effective Date of Merger shall continue in full force and effect as the By-Laws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

1.5 Directors and Officers. The directors and officers of OCLI Delaware immediately prior to the Effective Date of Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been elected and qualified or until otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation and the By-Laws of the Surviving Corporation.

1.6 Effect of Merger. Upon the Effective Date of Merger, the separate existence of OCLI California shall cease and OCLI Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of Merger, shall be subject to all actions previously taken by the OCLI California Board of Directors and shall succeed, without other transfer, to all of the assets, rights, powers and property of OCLI California in the manner of and as more fully set forth in Section 259 of the Delaware General Corporation Law, and (ii) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of Merger and shall succeed, without other transfer, to all of the debts, liabilities and obligations of OCLI California in the same manner as if OCLI Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

II MANNER OF CONVERSION OF STOCK

2.1 OCLI California Common Stock. Upon the Effective Date of Merger, each share of Common Stock, no par

value, of OCLI California issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.01 par value, of the Surviving Corporation.

2.2 OCLI Options, Stock Purchase Rights and Other Convertible Securities. Upon the Effective Date of Merger, the Surviving Corporation shall assume and continue the stock option and other employee benefit plans of OCLI California. Each outstanding and unexercised option or right to purchase OCLI California Common Stock shall become an option or right to purchase the Surviving Corporation's Common Stock on the basis of one share of the Surviving Corporation's Common Stock for each share of OCLI California Common Stock issuable pursuant to any such option, stock purchase right or other convertible security, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such OCLI California option, right or other convertible security at the Effective Date of Merger.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and other convertible securities equal to the number of shares of OCLI California Common Stock so reserved immediately prior to the Effective Date of Merger.

2.3 OCLI Delaware Common Stock. Upon the Effective Date of Merger, each share of Common Stock, \$.01 par value, of OCLI Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the holder of such shares or any other person, be cancelled and returned to the status of authorized but unissued shares.

2.4 Exchange of Certificates. After the Effective Date of Merger, each holder of an outstanding certificate representing shares of OCLI California Common Stock may at such shareholders' option surrender the same for cancellation to First Interstate Bank of California as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore

representing shares of OCLI California Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of OCLI California Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of OCLI California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of OCLI Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise be in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of OCLI Delaware that such tax has been paid or is not payable.

III GENERAL

3.1 Covenants of OCLI Delaware. OCLI Delaware covenants and agrees that it will, on or before the Effective Date of Merger:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process

as required under the provisions of Section 2105 of the California General Corporation Law.

(b) File any and all documents with the California Franchise Tax Board necessary to the assumption by OCLI Delaware of all of the franchise tax liabilities of OCLI California.

(c) Take such other actions as may be required by the California General Corporation Law.

3.2 Abandonment. At any time before the Effective Date of Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either OCLI California or OCLI Delaware or both, notwithstanding the approval of this Agreement by the shareholders of OCLI California or the shareholders of OCLI Delaware or both.

3.3 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or a certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of the agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the merger or consolidation, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such Constituent Corporation.

3.4 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

3.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 2789 Northpoint Parkway, Santa Rosa, California 95407-7397 and copies thereof will be

furnished to any shareholder of each Constituent Corporation, upon request and without cost.

3.6 Governing Law. This agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware, and, so far as applicable, the merger provisions of the California General Corporation Law.

3.7 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolution of the Boards of Directors of OCLI Delaware and OCLI California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

OPTICAL COATING LABORATORY, INC.,
a Delaware corporation

By Rolf F. Illsley
Rolf F. Illsley, Chairman
of the Board of Directors

ATTEST:

Josef Wally
Josef Wally, Secretary

OPTICAL COATING LABORATORY, INC.,
a California corporation

By Rolf F. Illsley
Rolf F. Illsley, Chairman
of the Board of Directors

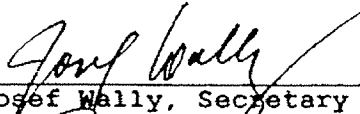
ATTEST:

Josef Wally
Josef Wally, Secretary

CERTIFICATE OF SECRETARY

I, Josef Wally, Secretary of Optical Coating Laboratory, Inc., a California corporation ("OCLI"), do hereby certify as such Secretary in accordance with the General Corporation Laws of the States of California and Delaware, that a form of the Agreement and Plan of Merger (the "Agreement") to which this Certificate is attached was duly submitted to the shareholders of OCLI, and that said Agreement was approved by such shareholders at the reconvening of the Annual Meeting of Shareholders on May 8, 1987, and that 3,046,164 shares of Common Stock, constituting a majority of the outstanding shares of Common Stock, were voted for the adoption of said Agreement and that thereby said Agreement was therefore duly adopted as the act of the shareholders of OCLI and as the agreement and act of OCLI.

IN WITNESS WHEREOF, I have executed this Certificate as of this 31st day of October, 1987.

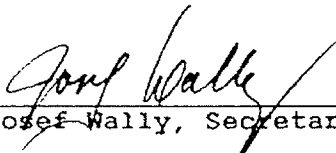


Josef Wally, Secretary

CERTIFICATE OF SECRETARY

I, Josef Wally, Secretary of Optical Coating Laboratory, Inc., a Delaware corporation ("OCLI"), do hereby certify as such Secretary in accordance with the General Corporation Laws of the States of California and Delaware, that a form of the Agreement and Plan of Merger (the "Agreement") to which this Certificate is attached was duly submitted to the shareholders of OCLI, and that said Agreement was approved by such shareholders at the Annual Meeting of Shareholders held May 8, 1987, and that 100 shares of Common Stock, constituting all of the outstanding shares of Common Stock, were voted for the adoption of said Agreement and that thereby said Agreement was therefore duly adopted as the act of the shareholders of OCLI and as the agreement and act of OCLI.

IN WITNESS WHEREOF, I have executed this Certificate as of this 31st day of October, 1987.


Josef Wally, Secretary

OCLI :B
merger.agm
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