

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337182

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Optical Coating Laboratory, LLC		03/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tigold Corporation		
<b>Street Address:</b>	2500, Hagisono		
<b>City:</b>	Chigasaki, Kanagawa		
<b>State/Country:</b>	JAPAN		
<b>Postal Code:</b>	253-8543		
<b>Entity Type:</b>	CORPORATION: JAPAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0803077	HEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>			
<b>Phone:</b>	415-591-1000		
<b>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Jennifer Golinveaux, Winston & Strawn		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	250166.03000		
<b>NAME OF SUBMITTER:</b>	Jennifer A. Golinveaux		
<b>SIGNATURE:</b>	/Jennifer A. Golinveaux/		
<b>DATE SIGNED:</b>	04/02/2015		
<b>Total Attachments: 2</b>			
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Trademark Assignment Agreement

THIS AGREEMENT is made and entered into as of the date of full execution of this Agreement ("Effective Date") by and between Optical Coating Laboratory, LLC, a Delaware limited liability company (hereinafter called "OCL" or "Assignor") with its principal place of business at 2789 Northpoint Parkway, Santa Rosa, CA 95407 U.S.A, JDS Uniphase Corporation (hereinafter called "JDSU") with its principal place of business at 2789 Northpoint Parkway Santa Rosa, CA 95407 U.S.A and Tigold Corporation (in Japanese "タイゴールド株式会社"), a Japanese corporation, (hereinafter called "TG" or "Assignee") with its principal place of business at 2500, Hagisono, Chigasaki, Kanagawa, 253-8543 Japan (in Japanese "〒253-8543 日本国神奈川県茅ヶ崎市萩園 2500") (hereinafter individually called "Party" and collectively called "Parties").

WHEREAS, OCL owns the following trademark rights (hereinafter called "Trademarks").

Trade Name	Registration Number	Country	International Class	Date of Registration	Renewal Due
HEA	4826473	Japan	Class 09, 40	December 17, 2004	December 16, 2024
HEA	0803077	USA	Class 09	February 1, 1966	February 1, 2016
HEA	TMA311829	Canada	---	February 28, 1986	February 28, 2016
HEA	P-373163	Swiss	---	March 14, 1990	August 11, 2019
HEA	UK00001229644	England	Class 09	August 15, 1988	November 6, 2015
HEA	893018	Germany	Class 09	May 2, 1972	August 6, 2019
HEA	1532403	France	Class 09	May 23, 1989	May 23, 2019

WHEREAS, TG wishes to acquire the Trademarks, and OCL wishes to sell them to TG.

NOW, THEREFORE, the Parties hereto hereby in consideration of the mutual covenants agree as follows:

Article 1 Assignment

- 1-1. Subject to receipt of payment provided in Article 2-1, OCL shall assign the Trademarks to TG.
- 1-2. OCL shall take commercially reasonable steps to transfer registration of the Trademarks with proper authorities at its cost promptly after the execution of this Agreement.
- 1-3. OCL shall send notifications of registration to TG promptly after receipt of the notifications from the proper authorities.

Article 2 Payment

In consideration of the assignment of the Trademarks pursuant to Article 1, TG paid to JDSU 3,000,000 Japanese Yen under Trademark Assignment Agreement between TG and JDSU dated Dec 2, 2014.

Article 3 Representations and Warranties

OCL hereby represents and warrants;

- (1) that it has the legal right and authority to execute this Agreement, and to validly assign the Trademarks to TG;
- (2) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future;
- (3) that to the best of OCL's knowledge, no third party has challenged the validity or enforceability of the Trademarks as at the Effective Date, and
- (4) that the Trademarks are in good standing with the applicable registry office.

EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 3 ABOVE, THE TRADEMARKS ARE PROVIDED "AS IS, WITH ALL FAULTS". OCL DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH IMPLIED WARRANTY MAY BE BASED, INCLUDING, WITHOUT LIMITATION, CONTRACT, COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

IN NO EVENT SHALL OCL HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, OR DATA, OR DAMAGE TO GOODWILL. THE LIABILITY OF OCL FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED 3,000,000 JAPANESE YEN.

Article 4 Default

If either Party defaults or breaches in the performance of its material obligations hereunder and if any such default or breach is not corrected within sixty (60) days after it shall have been called to the attention of the defaulting Party, in writing, by the other Party, then the non-defaulting party, at its option, may, in addition to any other remedies it may have, thereupon terminate this Agreement by giving written notice of termination to the defaulting Party and request the defaulting Party to compensate the loss caused thereby.

Article 5 Governing Law and Arbitration

This Agreement shall be governed by laws of New York without reference to conflict of laws principles.

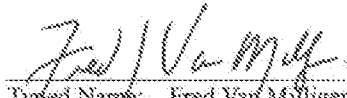
Article 6 Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and supersedes all prior agreements, negotiations or understandings, written or oral, between the Parties hereto. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by duly authorized officers or representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by the signatures of their authorized representatives in triplicate in English.

Optical Coating Laboratory, LLC

By:



Date: 3/18/15

Typed Name: Fred Van Milligen  
Title: Vice President, R&D

JDS Uniphase Corporation

By:



Date: 3/20/15

Typed Name: Adam Schoer  
Title: Vice President, Marketing and Product Management

Tigold Corporation

By:



Date: 3/9/2015

Typed Name: Shigeru Ariano  
Title: President & CEO