

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352410

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JDS Uniphase Corporation		07/31/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lumentum Operations LLC
Street Address:	400 N. McCarthy Blvd.
City:	Milpitas
State/Country:	CALIFORNIA
Postal Code:	95035
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4529847	CORELIGHT
Serial Number:	86232904	FEMTOBLADE
Serial Number:	86620308	LUMENTUM
Serial Number:	86620345	LUMENTUM
Serial Number:	86552646	LUMENTUM
Registration Number:	2567749	NPRO
Registration Number:	3004159	Q-SERIES
Registration Number:	4217530	TRUEFLEX
Serial Number:	86196885	VARIO
Registration Number:	3395666	WAVEREADY
Registration Number:	2989764	XCYTE

CORRESPONDENCE DATA

Fax Number: 4155911400

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.

Phone: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Jennifer Golinveaux, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

TRADEMARK

ATTORNEY DOCKET NUMBER:	251346-01000
NAME OF SUBMITTER:	Jennifer A. Golinveaux
SIGNATURE:	/Jennifer A. Golinveaux/
DATE SIGNED:	08/24/2015

Total Attachments: 8

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EXHIBIT A-2

JDSU TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is made between JDS Uniphase Corporation, a Delaware corporation ("*Assignor*"), with an address of 430 N. McCarthy Blvd. Milpitas, California 95035 U.S.A., and Lumentum Operations LLC, a Delaware limited liability company ("*Assignee*") with an address of 400 N. McCarthy Blvd. Milpitas, California 95035 U.S.A.. These Parties are also parties to an Intellectual Property Matters Agreement ("*Intellectual Property Matters Agreement*").

The Transferred Trademarks include: (a) the trademarks listed in Exhibit A to this Assignment, including those that are registered and those that are pending registration, and (b) all common law marks, trade names, business names, designs, logos, and trade dress which prior to the Effective Date were used solely with regard to Lumentum Products or were primarily used by the Lumentum Business.

For good and valuable consideration, including the payment of One Hundred Dollars (\$100), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee, on a worldwide basis, all of its right, title and interest in and to the Transferred Trademarks together with the associated goodwill in the Transferred Trademarks and in the business, products, and services symbolized by the Transferred Trademarks, including any and all rights, priorities, and privileges of Assignor under the laws of the United States and any of its states, the laws of any other jurisdiction, multinational law, and any compact, treaty, protocol, convention, or organization, subject to such currently outstanding license or use rights to the Transferred Trademarks as currently exist, if any.

Assignor also assigns to Assignee (a) all of its right, title, and interest in and to all proceeds or damages past, present, or future, (b) the right to bring suit and recover damages for past claims or causes of action arising from or relating to the Transferred Trademarks, including infringement, and misappropriation, and (c) all applications and registrations for the Transferred Trademarks that Assignor holds or controls, including the right to file trademark additional applications and to all resulting registrations.

Assignor will sign such additional documents as may be necessary to perfect or record the assignment and to carry out the intent of the parties as reflected in this Assignment.

This assignment is effective as of July 31, 2015.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this JDSU Trademark Assignment Agreement to be duly executed and delivered as of the Effective Date.

JDS UNIPHASE CORPORATION

LUMENTUM OPERATIONS LLC

By: [Signature]
Name: Kevin Siebert
Title: Vice President, General Counsel and Secretary

By: [Signature]
Name: Judy Hamel
Title: General Counsel and Secretary

State of Maryland, County of Montgomery, ss.

On this 31 day of July, 2015, before me, the undersigned officer, personally appeared **Kevin Siebert**, who made acknowledgement on behalf of JDS Uniphase Corporation, a corporation and that he/she/they, as such **Vice President, General Counsel and Secretary**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as **Vice President, General Counsel and Secretary**.

In witness whereof I hereunto set my hand and official seal.

[Signature]
[Notary Seal]
Name: Devin S. Allen
Notary Public

My commission expires 6-2-2018

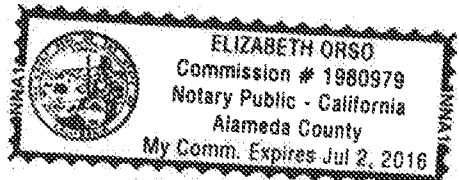
NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On July 24, 2015, before me, Elizabeth Orso, Notary Public, personally appeared **Judy Hamel**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Signature] (Seal)
Elizabeth Orso, Commission # 1980979



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

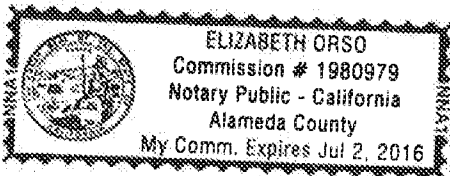
On July 24, 2015 before me, Elizabeth Orso, Notary Public

personally appeared Judy Hamel Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Elizabeth Orso Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Exht-2 Trademark Assignment (No witness signatures) Date: Number of Pages: 7 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Judy Hamel
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:





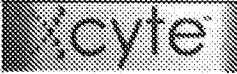
Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:



Signer Is Representing: Lumentum Operations LLC

Signer Is Representing:

EXHIBIT A

MARKS

LUMENTUM
 LUMENTUM
LUMENTUM & logo (b&w)
 LUMENTUM
LUMENTUM & Logo (color)
力騰 力騰 (Lumentum in Chinese Characters - Series of 2, Ver. 1, Simplified and Traditional)
光勢 光勢 (Lumentum in Chinese Characters - Series of 2, Ver. 2, Simplified and Traditional)
Agility
Agility & Design  AGILITY
Agility Communications
Agility Fiber Optics
CORELIGHT
FemtoBlade
NPRO
Non-Planar Ring Oscillator
Q-series
Q-series (logo) 
TRUEFLEX
VARIO
WaveReady
WaveSelect
WaveShifter
Xeyte
Xeyte (logo) 
Metconnex
E20
E20 Communications
Linmod
SDL Design
BrightJack
DCE
Direct Coupled Platform
Dualchip
exactM
FiberShelf
FIVE LIGHT-YEAR
HI-MUX
HI-PLC
HI-TF

Lightwave
Lightwave and Design 
Lightwave Electronics
M110
MicroChip
NanoLaser
NanoUV
Novette
PowerChip
Precise Light
SDL
SDL INTEGRATED OPTICS
SDLIO
 SDL Design
SmartCoupler
StableLight
THREE LIGHT-YEAR
Wavelocker
μBlue
μGreen
μGreen SLM
μIR
μLasers
LINMOD

REGISTRATIONS AND PENDING APPLICATIONS

Trademark	Jurisdiction	Class	Application No.	Registration No.
Agility	Canada	n/a	1093101	TMA626,625
Agility & Design	Canada	n/a	1093100	TMA626,571
Agility Communications & Design	Canada	n/a	1093099	TMA610633
CORELIGHT	European Union	009	9726159	9726159
CORELIGHT	Japan	009	009790/2011	5441469
CORELIGHT	United States	009	85134325	4529847
FemtoBlade	China	009, 010	14713453	
FemtoBlade	European Union	009, 010, 040	012977005	012977005
FemtoBlade	Japan	009, 010	2014-45251	5694238
FemtoBlade	South Korea	009, 010	40-2014-0037293	
FemtoBlade	United States	009, 010	86232904	
LUMENTUM	United States	009, 037	86/620,308	
LUMENTUM	Mozambique	009	27930/2015	
LUMENTUM	Mozambique	037	27931/2015	
LUMENTUM	Australia	009, 037	1703081	
LUMENTUM	Brazil	009	909622523	
LUMENTUM	Brazil	037	909622620	

Trademark	Jurisdiction	Class	Application No.	Registration No.
LUMENTUM	Canada	n/a	1734592	
LUMENTUM	Hong Kong	009, 037	303458287	
LUMENTUM	China	009	Filed	
LUMENTUM	China	037	Filed	
LUMENTUM	Malaysia	009	2015060801	
LUMENTUM	Malaysia	037	2015060795	
LUMENTUM	Taiwan	009, 037	104040619	
LUMENTUM	Thailand	009	993941	
LUMENTUM	Thailand	037	993942	
LUMENTUM	WIPO (IR extensions to: AM, BY, CH, CN, EU, IL, IN, JP, KR, LI, ME, MX, NO, RS, RU, SG, VN)	009, 037	Filed	
LUMENTUM & logo (b&w)	United States	009, 037	86/620,345	
LUMENTUM & logo (b&w)	Mozambique	009	28058/2015	
LUMENTUM & logo (b&w)	Mozambique	037	28059/2015	
LUMENTUM & logo (b&w)	Australia	009, 037	1703085	
LUMENTUM & logo (b&w)	Brazil	009	909622760	
LUMENTUM & logo (b&w)	Brazil	037	909622825	
LUMENTUM & logo (b&w)	Canada	n/a	1734593	
LUMENTUM & logo (b&w)	China	009	Filed	
LUMENTUM & logo (b&w)	China	037	Filed	
LUMENTUM & logo (b&w)	CTM	009, 037	014321401	
LUMENTUM & logo (b&w)	Malaysia	009	2015060792	
LUMENTUM & logo (b&w)	Malaysia	037	2015060790	
LUMENTUM & logo (b&w)	Taiwan	009, 037	104040617	
LUMENTUM & logo (b&w)	Thailand	009	993943	
LUMENTUM & logo (b&w)	Thailand	037	993944	
LUMENTUM & logo (b&w)	WIPO CH, CN, EU, IL, JP, KR, MX, SG)	009, 037	Filed	
LUMENTUM & Logo (color)	United States	009, 037	86/552,646	

Trademark	Jurisdiction	Class	Application No.	Registration No.
LUMENTUM & logo (color)	Mozambique	009	28056/2015	
LUMENTUM & logo (color)	Mozambique	037	28057/2015	
LUMENTUM & logo (color)	Australia	009, 037	1703086	
LUMENTUM & logo (color)	Brazil	009	909622701	
LUMENTUM & logo (color)	Brazil	037	909622744	
LUMENTUM & logo (color)	Canada	n/a	1734594	
LUMENTUM & logo (color)	China	009	Filed	
LUMENTUM & logo (color)	China	037	Filed	
LUMENTUM & logo (color)	CTM	009, 037	014321442	
LUMENTUM & logo (color)	Malaysia	009	2015060794	
LUMENTUM & logo (color)	Malaysia	037	2015060793	
LUMENTUM & logo (color)	Taiwan	009, 037	104040615	
LUMENTUM & logo (color)	Thailand	009	993945	
LUMENTUM & logo (color)	Thailand	037	993946	
LUMENTUM & logo (color)	WIPO (IR extensions to: AM, BY, CH, CN, EU, IL, IN, JP, KR, LI, ME, MX, NO, RS, RU, SG, VN)	009, 037	Filed	
LUMENTUM & logo (Series B&W and color)	Hong Kong	009, 037	303458278	
NPRO	United States	009		2567749
Q-series (word mark)	United States	009	78/449,894	3004159
QUANTASOL	WIPO	009, 042	993456	993456
QUANTASOL	UK	009, 042	2485903	2485903
QUANTASOL	Japan (IR ext)	009, 042	993456	993456
QUANTASOL	Taiwan	009, 042	97049310	01386807
QUANTASOL	United Sates	009, 042	79/065,378	3692871
QUANTASOL	CTM (IR ext)	009, 042	993456	993456
QUANTASOL & logo	WIPO	009, 042	993457	993457
QUANTASOL & logo	UK	009, 042	2485909	2485909

Trademark	Jurisdiction	Class	Application No.	Registration No.
QUANTASOL & logo	Japan (IR ext)	009, 042	993457	993457
QUANTASOL & logo	Taiwan	009, 042	97049311	041386808
QUANTASOL & logo	United States	009, 042	79/065,379	3692872
QUANTASOL & logo	CTM (IR ext)	009, 042	993457	993457
TRUEFLEX	United States	009	85/552,515	4217530
VARIO	United States	009	86/196,885	
WaveReady	Canada	n/a	1177969	TMA667176
WaveReady	United States	9	78249938	3395666
Xcyte	United States	009,010	78449762	2989764
光勢 光勢 (Lumentum in Chinese Characters - Series of 2, Ver. 2, Simplified and Traditional)	Hong Kong 光勢	009, 037	303430223	
力騰 力騰 (Lumentum in Chinese Characters - Series of 2, Ver. 1, Simplified and Traditional)	Hong Kong 力騰	009, 037	303430241	
力騰 (Lumentum in Simplified Chinese Characters, Ver. 1)	China	009	Filed	
力騰 (Lumentum in Simplified Chinese Characters, Ver. 1)	China	037	Filed	
光勢 (Lumentum in Simplified Chinese Characters, Ver. 2)	China	009	Filed	
光勢 (Lumentum in Simplified Chinese Characters, Ver. 2)	China	037	Filed	
力騰 (Lumentum in Traditional Chinese Characters - Ver. 1)	Taiwan	009, 037	104036888	
光勢 (Lumentum in Traditional Chinese Characters - Ver. 2)	Taiwan 光勢	009, 037	104036887	
METCONNEX	China	009		4118166
METCONNEX	Japan	009		4845295