

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acterna LLC		06/02/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Viavi Solutions Inc.		
Street Address:	430 N. McCarthy Blvd.		
City:	Milpitas		
State/Country:	CALIFORNIA		
Postal Code:	95035		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1474012	SWEEPLESS SWEEP	
Registration Number:	1978334	T-BERD	
Registration Number:	2254873	T3AS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250166-11000		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	06/03/2016		
Total Attachments: 3			
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CH \$90.00 1474012

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of June 2, 2016 (the "Effective Date"), by and between **ACTERNA LLC**, a Delaware limited liability company with an address of 430 N. McCarthy Blvd., Milpitas, California 95035 ("Assignor") and **VIAVI SOLUTIONS INC.**, a Delaware corporation located and doing business at 430 N. McCarthy Blvd., Milpitas, California 95035 ("Assignee").

A. Assignor is the registered owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to acquire, and Assignor is willing to assign, convey and transfer to Assignee, all Assignor's right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers and sets over to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and the right to sue in Assignee's own name and recover for any past, present or future infringement or other violation of the Marks and all income, royalties and damages hereafter due or payable with respect to the Marks, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit 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.

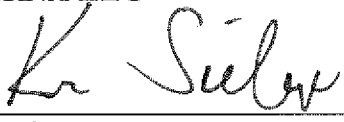
2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it or that may become known to it respecting the Marks, testify in any legal proceeding relating to the Marks, execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of California without regard to its conflicts of law principles.

Executed by the parties on the date(s) shown below.

ACTERNA LLC

By: 
Name: KEVIN SIEBERT
Title: GENERAL COUNSEL
Date: 6-2-16

VIAVI SOLUTIONS INC.

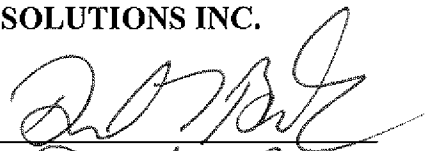
By: 
Name: David T Beck
Title: Director of Intellectual Property
Date: 6/2/16

EXHIBIT A

MARKS

Country	Mark	Registration No.	Registration Date
U.S.	SWEEPLESS SWEEP	1474012	01/26/1988
U.S.	T-BERD	1978334	06/04/1996
U.S.	T3AS	2254873	06/22/1999

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