

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biophotonic Solutions, Inc.		12/19/2016	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	IPG Photonics Corporation		
Street Address:	50 Old Webster Road		
City:	Oxford		
State/Country:	MASSACHUSETTS		
Postal Code:	01540		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3604455	MIIPS	
Registration Number:	3846125	FEMTOJOCK	
Registration Number:	4096523	FEMTOFIT	
CORRESPONDENCE DATA			
Fax Number:	2039757180		
<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:	2039757505		
Email:	christina.london@lockelord.com		
Correspondent Name:	Locke Lord LLP		
Address Line 1:	201 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	1510981.04115		
NAME OF SUBMITTER:	Christina London		
SIGNATURE:	/christina london/		
DATE SIGNED:	02/21/2017		
Total Attachments: 4			
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OP \$90.00 3604455

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 19th day of December, 2016, by and between **Biophotonic Solutions, Inc.**, a corporation organized and existing under the laws of Michigan, and having a usual place of business at 1401 East Lansing Drive, Suite 112, East Lansing, MI 48823 ("Assignor") and **IPG Photonics Corporation**, a corporation organized and existing under the laws of Delaware, and having a usual place of business at 50 Old Webster Road, Oxford, MA 01540 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignor hereby warrants that it is the sole owner of the Marks. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Biophotonic Solutions, Inc.

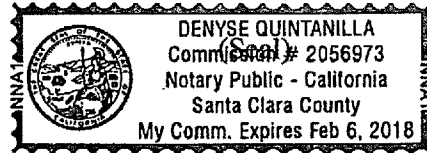
Name: VITTORIO FOSSATI-BELLANI
Signature: [Signature]
Title: CEO

NOTARIZATION

On this 19 day of December, 2016, before me, the undersigned Notary Public, personally appeared Vittorio Fossati-Bellani, proved to me through satisfactory evidence of identification, which was/were California Driver's License C3943513, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]
Signature of Notary

My Commission Expires: February 6, 2018



ASSIGNEE: IPG Photonics Corporation

Name: [Signature]
Signature: [Signature]
Title: SVP & General Counsel

On this 19th day of December, 2016, before me, the undersigned Notary Public, personally appeared Angelo P. Lopresti, proved to me through satisfactory evidence of identification, which was/were personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature]
Signature of Notary

My Commission Expires: June 15, 2018

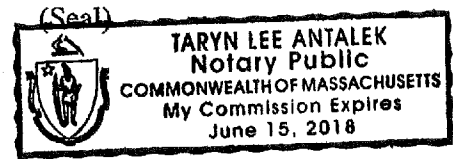


Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Registration No. & Date</i>
MIIPS	United States	3604455 / April 7, 2009
MIIPS	EU	009167297 / November 25, 2010
Femtojock	United States	3846125 / September 7, 2010
Femtofit	United States	4096523 / February 7, 2012

Unregistered Marks

Femtoadaptiv
Femtofix
Femtoview
Femtodirector

