

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Picomatrix, LLC		08/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MACOM Technology Solutions Holdings, Inc.		
Street Address:	100 Chelmsford Street		
City:	Lowell		
State/Country:	MASSACHUSETTS		
Postal Code:	01851		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1963580	PICOMETRIX	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	303-291-2300		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Alexander J.A. Garcia / Perkins Coie LLP		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Alexander J.A. Garcia		
SIGNATURE:	/Alexander Garcia/		
DATE SIGNED:	08/18/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of August 9, 2017 by Advance Photonix, Inc., a Delaware corporation, Picometrix, LLC, a Delaware limited liability company (collectively, the "Assignors") and MACOM Technology Solutions Holdings, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to, and subject to the terms and conditions of the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of August 9, 2017 by and among the Assignors, Assignee and, solely with respect to Section 8.14, Luna Innovations Incorporated, a Delaware corporation, the Assignors and Assignee are to enter into this Assignment;

WHEREAS, Assignors own the trademark applications and registered trademarks as set forth on Schedule I (collectively, the "Assigned Marks");

WHEREAS, Assignee desires to purchase and acquire all of Assignors' right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignors hereby sell, convey, assign and transfer to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Assigned Marks, together with the goodwill of the business and activities generated thereby, symbolized thereby and associated therewith, free and clear of all Encumbrances, other than Permitted Encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignors have or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

2. From and after the Closing Date, Assignors shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, in addition to the Ancillary Agreements, and take such other action as may reasonably be necessary to consummate the transactions contemplated by the Asset Purchase Agreement or to give effect to the transactions contemplated by the Ancillary Agreements.

3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Asset Purchase Agreement. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall control and govern.

4. Capitalized terms used herein without definition shall have the meanings set forth in the Asset Purchase Agreement.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

6. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed as of the date first written above.

Assignors

ADVANCED PHOTONIX INC.

By: 

Name: Dale Messick

Title: Chief Executive Officer

PICOMETRIX, LLC

By: 

Name: Dale Messick

Title: Authorized Person

Assignee

MACOM TECHNOLOGY SOLUTIONS HOLDINGS, INC.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed as of the date first written above.

Assignors

ADVANCED PHOTONIX, INC.

By: _____

Name:

Title:

PICOMETRIX, LLC


By: _____

Name:

Title:

Assignee

MACOM TECHNOLOGY SOLUTIONS HOLDINGS, INC.

By: 

Name: John Croteau

Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006133 FRAME: 0541

SCHEDULE I

1. Trademark Registrations

Country	Trademark	Registration Number	Date of Registration
U.S.	Picometrix	1963580	3/19/1996 (registration date)

2. Trademark Applications

N/A