

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIRTEMO, LLC		05/01/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	THORLABS, INC.		
Street Address:	56 Sparta Avenue		
City:	Newton		
State/Country:	NEW JERSEY		
Postal Code:	07860		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85956676	CIRTEMO	
CORRESPONDENCE DATA			
Fax Number:	8668643947		
<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:	973-828-1284		
Email:	tm@myerswol.in.com		
Correspondent Name:	Myers Wolin, LLC		
Address Line 1:	100 Headquarters Plaza		
Address Line 2:	West Tower, Floor 7		
Address Line 4:	Morristown, NEW JERSEY 07960		
ATTORNEY DOCKET NUMBER:	CIRT 9159		
NAME OF SUBMITTER:	Harris A. Wolin		
SIGNATURE:	/Harris A. Wolin/		
DATE SIGNED:	05/02/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AND ASSUMPTION

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made as of May 1, 2019, by and between **CIRTEMO, LLC**, a South Carolina limited liability company, (“Assignor”), and **THORLABS, INC.**, a corporation duly incorporated under the laws of New Jersey (“Assignee”), pursuant to an Asset Purchase Agreement dated as of May 1, 2019 by and between Assignor and Assignee (the “Purchase Agreement”). In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall take precedence.

RECITALS

WHEREAS, Assignor has rights to the following United States and International trademark applications and registrations, including any common law trademark rights therefor (the “Marks”):

Registration / Application No.	Country	Mark
4,704,520	USA	CIRTEMO
Common law	USA	MAGASSEMBLE
Common law	USA	PTNM

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, accept, and assume, all of Assignor’s rights, obligations, duties, responsibilities, title and interest in and to the Marks, together with all good will and all other rights associated with the Marks.

NOW, THEREFORE, for good and sufficient consideration (including the promises and covenants set forth in the Purchase Agreement), receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor’s rights, obligations, duties, responsibilities, title, and interest in, to and under the following:
 - (a) The Marks;
 - (b) All common law rights and good will associated with the Marks; and
 - (c) The right to recover damages for any and all past infringement.
3. Assignee hereby accept this Assignment and conveyance of the Marks and agrees to acquire, accept, and assume all of Assignor’s rights, covenants, duties, responsibilities, obligations, title, and interest in, to and under the Marks as of the date hereof.
4. Each of the Assignor and Assignee agrees, upon reasonable request and without further compensation, but at no expense to Assignor, to do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable to effectuate the sale, conveyance, transfer, assignment, and delivery of the Marks by Assignor and the assumption, acceptance, and ownership of the Marks by Assignee.
5. This Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and permitted assigns.

6. This Assignment shall be interpreted and construed in accordance with the laws of the State of New Jersey, excluding any conflict of law principles that would direct application of the laws of another jurisdiction. This Section 6 shall survive indefinitely.
7. This Assignment shall be of no force or effect unless signed, in original or in counterpart copies, including by facsimile, by each of Seller and Purchaser.

[signature page attached hereto]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the duly authorized officers of Assignor and Assignee as of the date and year first written above.

CIRTEMO, LLC

By: 

Name: Jason Williamson

Title: CEO

THORLABS, INC.

By: 

Name: Robert P. Regimbal

Title: CFO