

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3M Company		06/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Corning Optical Communications LLC		
Street Address:	800 17th Street, NW		
City:	Hickory		
State/Country:	NORTH CAROLINA		
Postal Code:	28601		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1490170	ARMORCAST	
Registration Number:	1543367	FIBRLOK	
Registration Number:	3460688	MS2	
Registration Number:	0923750	MS2	
Registration Number:	1551932	SLIC	
Registration Number:	2393822	VOLITION	
CORRESPONDENCE DATA			
Fax Number:	6079743848		
<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:	6079743076		
Email:	burkepr@corning.com		
Correspondent Name:	Corning Incorporated		
Address Line 1:	One Riverfront Plaza		
Address Line 2:	Sullivan Park TI-3-1		
Address Line 4:	Corning, NEW YORK 14831		
ATTORNEY DOCKET NUMBER:	Multiple		
NAME OF SUBMITTER:	Paul R. Burke		
SIGNATURE:	/Paul R. Burke/		
DATE SIGNED:	06/13/2019		

CH \$165.00 1490170

Total Attachments: 13

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TRADEMARK ASSIGNMENT AGREEMENT

BY AND AMONG

3M COMPANY

3M DEUTSCHLAND GMBH

AND

CORNING OPTICAL COMMUNICATIONS LLC

DATED AS OF JUNE 1, 2018

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of June 1, 2018 is entered into by and among 3M Company, a Delaware corporation, and 3M Deutschland GmbH, a German limited liability company (*Gesellschaft mit beschränkter Haftung*) (“Assignors”), and Corning Optical Communications LLC, a North Carolina limited liability company (“Assignee” and, together with Assignor, the “Parties”).

RECITALS

WHEREAS, Assignee and 3M Company are parties to that certain Master Purchase Agreement, dated as of December 11, 2017, as amended, modified or supplemented from time to time on or prior to the Closing Date (together with all exhibits and schedules thereto, the “MPA”), pursuant to which 3M Company has agreed to sell and transfer, and cause 3M Deutschland GmbH, to sell and transfer, to Assignee, and Assignee has agreed to purchase and assume from Assignors the Transferred Assets upon the terms and subject to the conditions set forth in the MPA;

WHEREAS, Assignee is a wholly-owned subsidiary of Buyer;

WHEREAS, Buyer has designated Assignee as a Buyer Designated Transferee pursuant to Section 2.13(a) of the MPA;

WHEREAS, this Agreement is an Ancillary Agreement pursuant to the MPA;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, pursuant to the MPA, Assignee has agreed to purchase and accept, and Assignors have agreed to sell, transfer, convey and assign to Assignee, all of Assignors’ right, title and interest in and to the Trademarks identified in Appendix A hereto (the “Transferred Trademarks”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment. Each Assignor does hereby sell, transfer, convey and assign unto Assignee all of such Assignor’s right, title and interest in and to the Transferred Trademarks, together with the goodwill of the business symbolized by the Transferred Trademarks, including, without limiting the generality of the foregoing, all common law rights thereto and the right to sue and recover damages and associated costs and attorneys’ fees and obtain equitable relief for past, present and future infringement, misappropriation, dilution or other violation thereof, and to fully and entirely stand in the place of such Assignor in all matters related to the Transferred Trademarks.

2. No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE MPA, NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY ASSIGNORS WITH RESPECT TO ANY TRANSFERRED TRADEMARKS REGARDING THE VALIDITY, REGISTRABILITY, TITLE, SCOPE, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY TRADEMARKS SUBJECT TO THIS AGREEMENT.

3. Further Assurances. Assignors shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, including the recordation of this Agreement and perfection of Assignee's interest in and to the Transferred Trademarks in any jurisdiction worldwide.

4. Due Authorization. Each Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any other official of any applicable Governmental Body to record Assignee as the assignee and owner of the Transferred Trademarks, and to issue any and all registrations from any and all applications for registration included in the Transferred Trademarks in and to the name of Assignee.

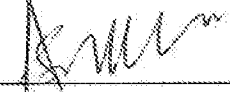
5. General Provisions; Incorporation of Certain Sections of the MPA. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the MPA. The following provisions of the MPA shall apply to this Agreement, *mutatis mutandis*, and are hereby incorporated herein by reference: Section 11.1 (Fees and Expenses), Section 11.3 (Entire Agreement), Section 11.4 (Amendment), Section 11.5 (Waivers), Section 11.6 (Severability), Section 11.7 (No Third Party Beneficiaries), Section 11.9 (Dispute Resolution), Section 11.10 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial), Section 11.12(a), (b) and (d) (Interpretation; Construction) and Section 11.13 (Counterparts and Electronic Signatures), except that (i) "this Agreement" and the "Ancillary Agreements" in Section 11.3 of the MPA shall be deemed to refer to this Agreement, the other Ancillary Agreements and the MPA; (ii) "this Agreement" and the "Ancillary Agreements" in Section 11.12(a) of the MPA shall be deemed to refer to the MPA and this Agreement, respectively; (iii) "this Agreement" in Section 11.12(b) and (d) of the MPA shall be deemed to refer to this Agreement; and (iv) "this Agreement" and the "Ancillary Agreements" in Section 11.13 of the MPA shall be deemed to refer to this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNORS

3M COMPANY

By:  _____

Name: Ashish Khandpur
Title: Executive Vice President

3M DEUTSCHLAND GMBH

By:  _____

Name: Dr. Joerg Dederichs

Title: Managing Director/Geschäftsführer

a.f.

3M DEUTSCHLAND GMBH

By:  _____

Name: Dr. Helge Walter

Title: Registered Signatory/Prokurist

[Signature Page to the Trademark Assignment Agreement]

TRADEMARK
REEL: 006669 FRAME: 0465

CORNING OPTICAL COMMUNICATIONS
LLC

By: Stephen P. Miller

Name: STEPHEN P. MILLER
Title: ATTORNEY-IN-FACT

APPENDIX A

TRANSFERRED TRADEMARKS

Trademark Name	Country	Application#	Registration#	Registered Owner
FIBRLOK	United States	73/758249	1543367	3M Company
FIBRLOK	Malaysia	2014063328	2014063328	3M Company
FIBRLOK	Turkey	2013/41371	2013/41371	3M Company
MS2	Australia	266846	266846	3M Company
MS2	French Polynesia	151770	1223651	3M Company
MS2	Benelux	59681	319297	3M Company
MS2	Chile	21416	1027218	3M Company
MS2	Colombia	138504	84219	3M Company
MS2	France	151770	1223651	3M Company
MS2	Hong Kong	309/79	B1095/81	3M Company
MS2	Iran (Islamic Republic)	57352	38904	3M Company
MS2	Israel	37460	37460	3M Company
MS2	Italy	33562C/73	1035874	3M Company
MS2	Lebanon	NONE	93410	3M Company
MS2	Norway	114454	89845	3M Company
MS2	Peru	15111	21105	3M Company
MS2	Philippines	181921	22236	3M Company
MS2	Portugal	181921	181921	3M Company
MS2	South Africa	73/1372	73/1372	3M Company
MS2	Spain	708419	708419	3M Company
MS2 IN DESIGN	United States	72/364334	923750	3M Company
MS2	Venezuela	2310	F-075900	Minnesota Mining and Manufacturing Company - in process of recording merger to 3M Company
MS2	China	24878	231453	3M Company
MS2	Greece	50356	50356	3M Company
MS2	Greece	92306	92306	3M Company
MS2	New Zealand	149143	B149143	3M Company

Trademark Name	Country	Application#	Registration#	Registered Owner
MS2	Taiwan	(77)07753	493861	3M Company
MS2	United Kingdom	1248610	1248610	3M Company
SLIC	United States	73/765165	1551932	3M Company
FIBRLOK	Israel	79256	79256	3M Company
FIBRLOK	China	91025634	595323	3M Company
MS2	Russian Federation	139645	104055	3M Company
FIBRLOK	Denmark	6760/91	4998/92	3M Company
FIBRLOK	Canada	690580	406862	3M Company
SLIC	Canada	690579	402469	3M Company
MS2	Malta	21549	21549	3M Company
MS2	Cyprus (Republic)	39400	39400	3M Company
FIBRLOK	Finland	3532/92	128130	3M Company
FIBRLOK	New Zealand	220213	220213	3M Company
MS2	Jordan	31539	31539	3M Company
MS2	Egypt	84174	84174	3M Company
MS2	Qatar	10067	10067	3M Company
MS2	Kuwait	30353	28245	3M Company
FIBRLOK	India	579878	579878	3M Company
FIBRLOK	Singapore	3073/93	3073/93	3M Company
MS2	Saudi Arabia	19924	289/46	3M Company
MS2	Oman	7708	7708	3M Company
MS2	Poland	Z114201	82007	3M Company
FIBRLOK	Australia	587906	587906	3M Company
FIBRLOK	Benelux	786640	521227	3M Company
MS2	South Korea / Republic of Korea	93-20796	40-300328	3M Company
MS2	Romania	30225	24749	3M Company
MS2	Ukraine	93126140	10036	3M Company
FIBRLOK	United Kingdom	1552932	1552932	3M Company

Trademark Name	Country	Application#	Registration#	Registered Owner
FIBRLOK	Brazil	818013460	818013460	3M Company
FIBRLOK	Vietnam	20265	16799	3M Company
MS2	Vietnam	20261	24908	3M Company
FIBRLOK	Thailand	277790	KOR34486	3M Company
SLIC	Thailand	279873	KOR35366	3M Company
MS2	India	650072	650072	3M Company
MS2	Mexico	227597	528301	3M Company
FIBRLOK	Norway	95.3894	174517	3M Company
MS2	Bulgaria	33992	29537	3M Company
CRIMPLOK	France	96/635154	96/635154	3M Company
CRIMPLOK	French Polynesia	96/635154	96/635154	3M Company
CRIMPLOK	Germany	39631666.2	39631666	3M Company
CRIMPLOK	Italy	M196C006941	362016000066049	3M Company
CRIMPLOK	Japan	81445/96	4104120	3M Company
VOLITION	United States	75/278300	2393822	3M Company
VOLITION	French Polynesia	97682662	97682662	3M Company
VOLITION	Pakistan	441396		3M Company
VOLITION	Pakistan	441397		3M Company
VOLITION	Pakistan	441398		3M Company
VOLITION	Pakistan	441399		3M Company
MS2	Croatia	Z971066N	Z971066	3M Company
MS2	Bosnia-Herzegovina	BAZR972023A	BAZR972023	3M Company
VOLITION	Switzerland	5105/1997	449266	3M Company
VOLITION	Venezuela	97/17070	P-207685	3M Company

Trademark Name	Country	Application#	Registration#	Registered Owner
VOLITION	China	970067669	1293660	3M Company
VOLITION	Singapore	T97/07674E	T97/07674E	3M Company
VOLITION	Argentina	2087624	2304959	3M Company
VOLITION	Canada	847786	515844	3M Company
VOLITION	Italy	MI97COO5753	1275237	3M Company
VOLITION	Australia	736749	736749	3M Company
VOLITION	Benelux	895593	632652	3M Company
VOLITION	Brazil	820028541	820028541	3M Company
VOLITION	France	97682662	97682662	3M Company
VOLITION	Germany	39731865.0	39731865	3M Company
VOLITION	Hong Kong	9708205	B8471/98	3M Company
VOLITION	India	762720	762720	3M Company
VOLITION	Denmark	3108/97	5129/97	3M Company
VOLITION	Japan	9-134485	4266678	3M Company
VOLITION	South Korea / Republic of Korea	97-27875	433815	3M Company
VOLITION	New Zealand	278146	278146	3M Company
VOLITION	Mexico	300553	561588	3M Company
VOLITION	Norway	97.4716	188352	3M Company
VOLITION	Colombia	97034129	208592	3M Company
VOLITION	Austria	AM 3293/97	181764	3M Company
VOLITION	Sweden	97-07290	356211	3M Company
VOLITION	New Zealand	278145	278145	3M Company
VOLITION	Argentina	2087625	2304960	3M Company
VOLITION	China	970067670	1225960	3M Company
VOLITION	China	970067671	1221837	3M Company

Trademark Name	Country	Application#	Registration#	Registered Owner
VOLITION	Colombia	97034128	208591	3M Company
VOLITION	Mexico	300552	634716	3M Company
VOLITION	South Korea / Republic of Korea	97-8446	41-48639	3M Company
VOLITION	Brazil	820028533	820028533	3M Company
VOLITION	Brazil	820028525	820028525	3M Company
VOLITION	Australia	746490	746490	3M Company
VOLITION	Venezuela	97/17071	S-008659	3M Company
VF-45	United States	75/379236	2369089	3M Company
MS2	Slovakia	POZ-0773/98	191858	3M Company
MS2	Germany	398236054/09	39823605	3M Company
VOLITION	Mexico	419336	654019	3M Company
SLIC	Venezuela	17217/98		Minnesota Mining and Manufacturing Company - in process of recording merger to 3M Company
VOLITION	Venezuela	98/17215	P/219527	3M Company
VOLITION	Venezuela	98/17228	S-010640	3M Company
VOLITION	Venezuela	98/17227	S-010639	3M Company
FIBRLOK	Russian Federation	98717422	185987	3M Company
VOLITION	Russian Federation	98717787	188416	3M Company
FIBRLOK (CYRILLIC)	Russian Federation	98717802	186871	3M Company
VOLITION (CYRILLIC)	Russian Federation	98717788	188417	3M Company
FIBRLOK	Cuba	409/99	129731	3M Company
SLIC	Cuba	411/99	129729	3M Company
MS2	Mozambique	00232/99	232	3M Company

Trademark Name	Country	Application#	Registration#	Registered Owner
FIBRLOK	Mozambique	00220/99	220	3M Company
VOLITION	Cuba	597/99	130014	3M Company
VOLITION	Cuba	598/99	130015	3M Company
VOLITION	Cuba	599/99	130016	3M Company
VOLITION	United Kingdom	2222139	2222139	3M Company
VOLITION	Singapore	T00/05530F	T00/05530F	3M Company
VOLITION	Singapore	T00/05531D	T00/05531D	3M Company
VOLITION	Taiwan	90001130	992378	3M Company
VOLITION	Romania	M 2002 01211	49805	3M Company
MS2	Belarus	20022298	20741	3M Company
VOLITION	Hong Kong	9708926	199805438AA	3M Company
MS2	Austria	AM 6452/2005	228750	3M Company
MS2	United States	77/204183	3460688	3M Company
MS2	Canada	1273154	685349	3M Company
MS2	Singapore	T05/18142C	T05/18142C	3M Company
MS2	Singapore	T05/18147D	T05/18147D	3M Company
MS2	Singapore	T05/18150D	T05/18150D	3M Company
VF-45	Mexico	936871	1045801	3M Company
FIBRLOK	Mexico	936872	1045985	3M Company
VOLITION	Philippines	4-2008-007156	4-2008-007156	3M Company
FIBRLOK	Ukraine	m200903411	128724	3M Company
ARMORCAST	United States	73/9690483	10/19/1987	3M Company

Trademark Name	Country	Application#	Registration#	Registered Owner
QUANTE IN DESIGN	Germany	39944810/1	39944810	3M Deutschland GmbH
QUANTE IN DESIGN	European Union	1263839	1263839	3M Deutschland GmbH
ID 3000	Indonesia	D97/8404	474012	3M Deutschland GmbH
Q IN DESIGN	South Africa	2000/00168	2000/00168	3M Deutschland GmbH
Q IN DESIGN	South Africa	2000/00166	2000/00166	3M Deutschland GmbH
QUANTE IN DESIGN	South Africa	2000/00171	2000/00171	3M Deutschland GmbH
QUANTE IN DESIGN	South Africa	2000/00170	2000/00170	3M Deutschland GmbH
QUANTE IN DESIGN	South Africa	2000/00169	2000/00169	3M Deutschland GmbH
SID	International Procedure		IR713960	3M Deutschland GmbH
SID	Czech Republic		IR713960	3M Deutschland GmbH
SID	United Kingdom		IR713960	3M Deutschland GmbH
SID	Poland		IR713960	3M Deutschland GmbH
ID 3000	Iran (Islamic Republic)	83031079	116924	3M Deutschland GmbH