TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM601291

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
II-VI Incorporated		10/02/2020	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	II-VI Delaware, Inc.	
Street Address:	105 North Market Street	
Internal Address:	Suite 1300	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19801	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3661596	ABSOLUTE ZERO
Registration Number:	4828692	FIBERLIGHT
Registration Number:	4814667	FIBERMATE
Registration Number:	2268377	MP-5
Registration Number:	2606096	POWERMUX

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Timothy D. Pecsenye (150287-00561) Correspondent Name:

Blank Rome LLP Address Line 1:

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	150287-00561
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	10/06/2020

TRADEMARK **REEL: 007071 FRAME: 0232**

900573007

Total Attachments: 4

source=2020-10-02 II-VI Delaware Inc. Trademark Assignment (II-VI Incorporated) signed MJR#page1.tif source=2020-10-02 II-VI Delaware Inc. Trademark Assignment (II-VI Incorporated) signed MJR#page2.tif source=2020-10-02 II-VI Delaware Inc. Trademark Assignment (II-VI Incorporated) signed MJR#page3.tif source=2020-10-02 II-VI Delaware Inc. Trademark Assignment (II-VI Incorporated) signed MJR#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is made and effective as of October 2, 2020 by and between **H-VI Incorporated**, a Pennsylvania corporation ("<u>Assigner</u>"), and **H-VI Delaware Inc.**, a Delaware corporation ("<u>Assigner</u>"). Assignor and Assignee are sometimes individually referred to as a "<u>Party</u>" and, collectively, as the "<u>Parties</u>."

- A. Assignor has adopted and used the trademarks identified on Schedule A attached hereto, for which Assignor owns federal applications and registrations in the United States Patent and Trademark office and other trademark offices around the world (the "Trademarks");
- **B.** Assignee desires to acquire Assignor's entire right, title, and interest in and to the Trademarks, together with the associated goodwill;
- C. The parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademarks and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and other foreign trademark offices; and
- **D.** Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title, and interest in and to the Trademarks.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

- 1. Assignment. Assignor hereby irrevocably and unconditionally conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks, and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States and any other jurisdiction. Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
- 2. <u>Recordation</u>. Assignor authorizes the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademarks and to issue all registrations for the Trademarks in the name of Assignee. Assignor shall, at Assignee's reasonable expense, execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.
- 3. General. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignor and Assignee on behalf of Assignor and Assignee. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment may be executed in facsimile or other electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, as of the date first written above.

II-VI INCORPORATED

Name: Mary Jane Raymond Title: Chief Financial Officer

Date:

II-VI DELAWARE, INC.

Name: Scott W. McLellan Title: Chief IP Counsel

Date:

TRADEMARK

REEL: 007071 FRAME: 0235

SCHEDULE A

Trademark Rights

Trademark	Country	Owner	Registration No. (Application No.)	Reg. Date App. Date
ABSOLUTE ZERO	USA	II-VI Incorporated	3,661,596	07/28/2009
FIBERLIGHT	USA	II-VI Incorporated	4,828,692	10/06/2015
FIBERMATE	USA	II-VI Incorporated	4.814,667	09/15/2015
MP-5	USA	II-VI Incorporated	2,268,377	08/10/1999
POWERMUX	USA	II-VI Incorporated	2,606.096	08/06/2002

SCHEDULE B

Trademark Rights

Trademark	Country	Owner	Registration No. (Application No.)	Reg. Date App. Date
ABSOLUTE ZERO	International (*includes designations in Japan and South Korea)	II-VI Incorporated	966663	6/10/2008
FIBERLIGHT	International (*includes designations in China, European Union and Japan)	II-VI Incorporated	1242383	11/12/2014
FIBERMATE	International (*includes designations in China, European Union and Japan)	II-VI Incorporated	1227377	11/12/2014

RECORDED: 10/06/2020