TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM609365

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriLumina Corp.		10/29/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Lumentum Operations LLC	
Street Address:	001 Ridder Park Drive	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95131	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5433018	TRILUMINA
Registration Number:	5704878	ADVANCING ILLUMINATION TO SENSE YOUR WOR

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 6127667000

Email: trademark@faegredrinker.com Emily Bayton/Sarah House **Correspondent Name:**

Address Line 1: 90 South Seventh Street, Suite 2200 Address Line 2: Faegre Drinker Biddle & Reath LLP Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	474836.159
NAME OF SUBMITTER:	Sarah M. House
SIGNATURE:	/Sarah M House/
DATE SIGNED:	11/18/2020

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This ASSIGNMENT OF TRADEMARKS (this "<u>Assignment</u>") is entered into on October 29, 2020 (the "<u>Effective Date</u>"), between Lumentum Operations LLC, a Delaware limited liability company ("<u>Assignee</u>"), and TriLumina Corp., a Delaware corporation ("<u>Assignor</u>"). This Assignment is being entered into on the Effective Date pursuant to the transactions contemplated by that certain Asset Purchase Agreement made and entered into as of October 29, 2020 by and among Assignee and Assignor (the "<u>Purchase Agreement</u>"). Capitalized terms not defined herein will have the meaning set forth in the Purchase Agreement.

RECITALS

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks, trademark applications set forth in <u>Schedule A</u> attached hereto (collectively, the "<u>Trademarks</u>") and in the goodwill related thereto, and Assignee wants to acquire the entire right, title and interest in and to the aforesaid Trademarks and the goodwill related thereto.

AGREEMENT

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitation of every kind, all of Assignors worldwide right, title and interest in, to and under the Trademarks and the goodwill related thereto, and appoints any officer of Assignee as its duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority, together with the goodwill of the business associated with the Trademarks and which is symbolized by the Trademarks, all rights to sue for infringement of the Trademarks, whether arising on, prior to or subsequent to the date of this Assignment, and any and all registrations, renewals and extensions related to the Trademarks that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date of this Assignment. The assignment of the Trademarks granted herein includes all rights of action accrued, accruing and to accrue under and by virtue of the Trademark, including all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.
- 2. <u>Assignment</u>. This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.
- 3. <u>Governing Law.</u> This Assignment shall be construed, interpreted and applied in accordance with the laws of the State of California.

[Signatures appear on following page]

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Assignment to be effective as of the date first written above. By signing below with a digital signature, the undersigned indicates its intent to effect this Assignment.

Assignor:

TriLumina Corp.

By: Brian Wong

Name: Brian Wong

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademarks:

Mark	Country	Status	Application Date	Application Number	Reg. Date	Reg. No
TRILUMINA	United States	Registered	8/28/2017	87586260	3/27/2018	5433018
ADVANCING ILLUMINATION TO SENSE YOUR WORLD	United States	Registered	2/20/2018	87804450	3/19/2019	5704878
TRILUMINA	European Union Trademark	Registered	1/31/2018	1404489	1/31/2018	1404489
TRILUMINA	Japan	Registered	1/31/2018	1404489	1/31/2018	1404489
TRILUMINA	China P.R.	Filed	1/31/2018	22952439		
TRILUMINA	South Korea	Registered	1/31/2018	1404489	1/31/2018	1404489
TRILUMINA	International	Registered	1/31/2018	A0073243	1/31/2018	1404489
ADVANCING ILLUMINATION TO SENSE YOUR WORLD	International	Registered	5/4/2018	A0075613	5/4/2018	1412159
ADVANCING ILLUMINATION TO SENSE YOUR WORLD	Japan	Registered	5/4/2018	1412159	5/4/2018	1412159
ADVANCING ILLUMINATION TO SENSE YOUR WORLD	European Union Trademark	Registered	5/4/2018	1412159	12/14/2018	1412159
TRILUMINA	China P.R.	Filed	3/5/2019	36645896		

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