

REC

11-15-2000

Docket No.:

27366-1

TR



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9-6-00

To the Honorable Commissioner of Patents and

101519708

and original documents or copy thereof.

1. Name of conveying party(ies)

Holographix Inc.



09-06-2000

U.S. Patent & TMOrc/TM Mail Rcpt. Dt. #40

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 25, 2000

2. Name and address of receiving party(ies):

Name: Avanex Corporation

Internal Address:

Street Address: 40919 Encyclopedia Circle

City: Freemont State: CA ZIP: 94538

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75333678

B. Trademark Registration No.(s)

2207760

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Mann,

Internal Address:

Street Address: NEXSEN PRUET JACOBS & POLLARD

1441 Main St., Ste 1500, P.O. Drawer 2426

City: Columbia State: SC ZIP: 29202

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael A. Mann

Name of Person Signing

Michael A. Mann

Signature

8/31/00

Date

4

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002174 FRAME: 0287

ASSIGNMENT OF TRADEMARKS,
TRADEMARK APPLICATIONS AND GOODWILL

THIS ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS AND GOODWILL is made as of July 25, 2000, by and between Aspen Acquisition Corporation, a Delaware corporation and wholly owned subsidiary of Avanex Corporation ("Buyer"), and Holographix Inc. ("Seller," collectively with Buyer, the "Parties").

R E C I T A L S:

WHEREAS, Buyer, Avanex Corporation ("Parent") and Seller are parties to a certain Asset Purchase Agreement dated as of May 22, 2000 (the "Asset Purchase Agreement"), under the terms of which Seller agrees to sell and transfer, and Buyer agrees to purchase, the Purchased Assets (as such term is defined in the Asset Purchase Agreement); and

WHEREAS, Seller is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule I hereto (the "Trademarks"), which together with the products and goodwill associated with the Trademarks, constitute part of the Purchased Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer desires to obtain all of Seller's right, title and interest in, to and under said Trademarks subject to the terms and conditions of the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of its right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon and all foreign counterparts thereof, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Seller in all matters related thereto, all subject to the terms and conditions of the Asset Purchase Agreement. Seller agrees to take such further action and to execute such additional documents as may be necessary to perfect Buyer's title in and to the Trademarks and all foreign counterparts thereof.

Seller hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Assignment of Trademarks, Trademark Applications and Registrations to Buyer. Seller hereby further requests the Commissioner to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Buyer as assignee of the entire interest. Seller hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks, Trademark Applications and Goodwill to be executed as of the day and year first written above.

HOLOGRAPHIX INC.

By: David M. Rowe

Name: DAVID M. ROWE

Title: PRESIDENT

STATE OF Mass)

) SS.

COUNTY OF Suffolk

On July 25, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared David M. Rowe, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of Holographix Inc. and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Paula Larosa

[SEAL] Notary Public

My Commission expires on: _____

Acknowledged and accepted:

ASPEN ACQUISITION CORPORATION

By: Brian Kiran

Name: Brian Kiran

Title: President & Director

PAULA S. LAROSA
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 21, 2006

SCHEDULE 1
TO
ASSIGNMENTS OF TRADEMARKS,
TRADEMARK APPLICATIONS AND GOODWILL
BY
HOLOGRAPHIX INC.
TO
ASPEN ACQUISITION CORPORATION

Trademarks

| <u>Trademark</u> | <u>Registration No.</u> | <u>Date</u> |
|-----------------------------|-------------------------|-------------|
| Holographix Inc. (Stylized) | 75333678 | 12/1/98 |

Trademark Applications

| <u>Filing Trademark</u> | <u>Serial No.</u> | <u>Date</u> |
|-------------------------|-------------------|-------------|
|-------------------------|-------------------|-------------|