

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Confirmatory Trademark Assignment	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Array Optronix, Inc.	FORMERLY Semicoa	08/20/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Semicoa Acquisition Corp.		
Street Address:	2381 Morse Avenue		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0974285	SEMICOA	
CORRESPONDENCE DATA			
Fax Number:	(858)458-3005		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	toddschneider@paulhastings.com		
Correspondent Name:	Todd Schneider		
Address Line 1:	4747 Executive Drive, 12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	74338.00002		
NAME OF SUBMITTER:	Todd Schneider		
Signature:	/Todd Schneider/		
Date:	08/21/2009		
Total Attachments: 10			

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EXECUTION VERSION

CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of the Effective Date (defined below) by and between Array Optronix, Inc. (formerly known as Silicon Photonix, Inc., which was formerly known as Semicoa), a California corporation with offices at 333 McCormick Avenue, Costa Mesa, California 92626 ("*Assignor*") and Semicoa Acquisition Corp., a Delaware corporation with offices at 2381 Morse Avenue, Irvine, California 92614 ("*Assignee*").

WHEREAS, Assignor formerly did business under the name Semicoa, Inc., and the Trademarks (defined below) were registered with the U.S. Patent and Trademark Office in the name of Semicoa, Inc.;

WHEREAS, Assignor and Assignee are parties to the ASSET PURCHASE AGREEMENT (the "*APA*") and BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT attached hereto as Schedule A (the "*Bill of Sale*"), both entered into on July 14, 2008 (the "*Effective Date*");

WHEREAS, pursuant to the APA and the Bill of Sale, Assignor assigned to Assignee all of Assignor's right, title and interest in and to the trademarks and trademark applications and registrations listed on Schedule B attached hereto (the "*Trademarks*"), and the goodwill of the business associated therewith;

WHEREAS, Assignee desires Assignor to execute and deliver this Assignment to further evidence and effectuate the trademark assignments made pursuant to the APA and the Bill of Sale; and

WHEREAS, Assignor agrees that executing and delivering this Assignment is reasonably necessary to carry out the intent of the APA and the Bill of Sale and to evidence and effectuate the trademark assignments made pursuant thereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the APA and the Bill of Sale, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Only to the extent necessary to assign to Assignee any of Assignor's remaining rights in or to the Trademarks, and as of the Effective Date, Assignor hereby irrevocably and unconditionally grants, 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, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by

TRADEMARK

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Assignor if this Assignment had not been made; together with all rights to income, royalties and license fees deriving from the Trademarks, all claims for damages by reason of past, present and future infringements or unauthorized uses of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Registration. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various affected jurisdictions to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

3. Assistance. Assignor and Assignee shall 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.

4. Relation to Assignor's Other Marks. Nothing contained in this Assignment shall be construed as an assignment of Assignor's right, title or interest in or to any trademark or service mark (including, without limitation, ARRAY OPTRONIX) other than the Trademarks listed on Schedule B attached hereto.

5. General.

5.1 Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. 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.

5.2 Entire Agreement; No Third-Party Beneficiaries. This Assignment, including the Schedules and Exhibits and other documents attached or referred to herein, which form a part hereof, embodies the entire agreement and understanding of the parties hereof, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the parties, in respect to the subject matter contained herein. 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.

5.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

5.4 Governing Law. This Assignment is deemed to have been made in the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California without reference to conflict of laws provisions thereunder.

5.5 Defined Terms. All capitalized terms not defined herein shall have the meaning assigned to them in the APA.

5.6 Counterparts. This Assignment may be executed in facsimile 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, Assignor and Assignee have caused their respective
duly authorized representative to execute this Assignment as of the Effective Date.

ASSIGNOR: ARRAY OPTRONIX, INC.
(FORMERLY KNOWN AS SEMICOA)

By: Kate McGarland

Name: Kate McGarland

Title: CFO

ASSIGNEE: SEMICOA ACQUISITION CORP.

By: _____

Name: _____

Title: _____

[SIGNATURE TO CONFIRMATORY TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the Effective Date.

ASSIGNOR: ARRAY OPTRONIX, INC.
(FORMERLY KNOWN AS SEMICOA)

By: _____

Name: _____

Title: _____

ASSIGNEE: SEMICOA ACQUISITION CORP.

By: _____

Name: James Peterson

Title: President & CEO

[SIGNATURE TO CONFIRMATORY TRADEMARK ASSIGNMENT]

SCHEDULE A

[ATTACH BILL OF SALE]

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is made and entered into as of July 14, 2008, by and among SEMICOA, a California corporation ("Seller"), MARK KALATSKY, an individual ("Mark") and KATE MCFARLAND, an individual ("Kate") (Mark and Kate are the only record or beneficial shareholders of Seller as of the date hereof and are herein collectively referred to as the "Owners"), MICROSEMI CORPORATION, a Delaware corporation ("Microsemi"), and SEMICOA ACQUISITION CORP., a Delaware corporation and wholly-owned subsidiary of Microsemi ("Purchaser").

WHEREAS, Seller and Purchaser are parties to the Asset Purchase Agreement, dated as of July 14, 2008 (the "Asset Purchase Agreement"), pursuant to which Seller has agreed to sell, transfer and convey the Purchased Assets to Purchaser, as more fully described in the Asset Purchase Agreement;

NOW, THEREFORE, BE IT KNOWN THAT:

1. Seller by this Bill of Sale does convey, grant, bargain, sell, transfer, set over, assign, alien, remise, release, deliver and confirm unto Purchaser, its successors and assigns forever, all the right, title and interest of Seller in the Purchased Assets as described in the Asset Purchase Agreement, wherever located, including Seller's goodwill and all trademarks and trade names related to the Business, free of any and all Encumbrances. Owners hereby transfer to Purchaser all right, title or interests in the Purchased Assets that the Owners may hold or claim, directly or indirectly.

2. Without limiting the generality of Section 1 hereof, each of Seller and each of the Owners (i) acknowledges and agrees that all right, title and interest in and to the Purchased Assets, including without limitation the property and assets referenced, referred to or contemplated by Section 1 of the Asset Purchase Agreement, and all parts of such Purchased Assets, in whatever media or form, are hereafter the exclusive property of Purchaser; and (ii) unconditionally and irrevocably transfers, conveys and assigns to Purchaser all of Seller's and such Owner's current and hereafter acquired rights, title and interests in and to the Purchased Assets, and all parts thereof.

3. To the extent that any Assumed Contract for which assignment to Purchaser is provided herein is not assignable without the consent of another party, this Bill of Sale shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Seller and Purchaser agree to use their reasonable best efforts (without any requirement on the part of Purchaser or Seller to pay any money or agree to any change in the terms of any such Assumed Contract) to obtain the consent of such other party to the assignment of any such Assumed Contract to Purchaser in all cases in which such consent is or may be required for such assignment. If any such consent shall not have been obtained by the Closing Date, Seller shall cooperate with Purchaser to take all necessary action (i) to obtain such consent and (ii) in any

reasonable arrangement designed to provide to Purchaser the benefits intended to be assigned to Purchaser under the relevant Assumed Contract, including enforcement at the cost and for the account of Purchaser of any and all rights of Seller against the other party thereto, including without limitation any arising out of the breach or cancellation thereof by such other party.

4. Seller hereby covenants that, from time to time after the delivery of this Bill of Sale, at Purchaser's request and without further consideration, Seller will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, each and every such further act, deed, conveyance, transfer, assignment, power of attorney and assurance as reasonably may be required more effectively to convey, transfer to and vest in Purchaser, and to put Purchaser in possession of, any of the Purchased Assets.

5. Seller hereby constitutes and appoints Purchaser, its successors and assigns, Seller's true and lawful attorneys, with full power of substitution, in Seller's name and stead, but on behalf and for the benefit of Purchaser, its successors and assigns, to demand and receive any and all of the Purchased Assets, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Seller's name, or otherwise, for the benefit of Purchaser, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Purchaser, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Purchased Assets or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Purchased Assets which Purchaser, its successors or assigns, shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller or by its dissolution or in any manner or for any reason whatsoever.

6. Seller further authorizes Purchaser, its successors and assigns, to receive and open all mail, telegrams and other communications, and all express or other packages, addressed to Seller or to any of its officers and to retain the same insofar as they relate to the Purchased Assets, but any such mail, telegrams, communications or express or other packages not relating to the Purchased Assets shall be forwarded with reasonable dispatch to Seller. The foregoing shall constitute full authorization to the postal authorities, all telegraph and express companies, and all other persons to make delivery of such items to Purchaser.

7. Subject to the terms, conditions and limitations set forth in the Asset Purchase Agreement, Purchaser hereby agrees to assume and fully and timely perform all of the Assumed Liabilities. Assumption by Purchaser shall not constitute a waiver of any rights of indemnification or other rights under the Asset Purchase Agreement which Purchaser may have by virtue of any of its provisions.

8. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Purchaser and Seller and their respective successors and assigns, any remedy or claim under or by

reason of this Bill of Sale, and this Bill of Sale shall be for the sole and exclusive benefit of Purchaser and Seller and their respective successors and assigns.

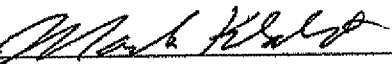
9. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

10. This Bill of Sale is executed by, and shall be binding upon, Seller and Purchaser, their successors and assigns, effective immediately upon its delivery to Purchaser.


IN WITNESS WHEREOF, each of the parties hereto have caused this Bill of Sale to be executed by its duly authorized representative as of the day and year set forth above.

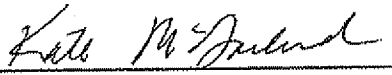
"SELLER"

SEMICOA

By: 
Mark Kalatsky,
Chief Executive Officer

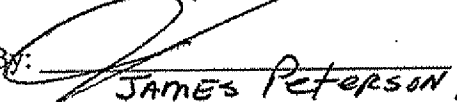
"OWNERS"


Mark Kalatsky, an individual


Kate McFarland, an individual

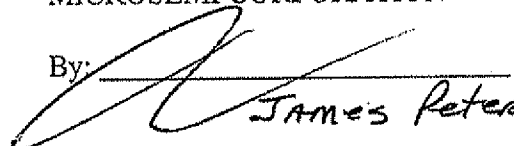
"PURCHASER"

SEMICOA ACQUISITION CORP.

By: 
JAMES PETERSON, CEO

"MICROSEMI"

MICROSEMI CORPORATION

By: 
JAMES PETERSON, CEO

SCHEDULE B

Mark	Country	Filing Date	Registration No.	Registration Date
SEMICOA	United States	8/10/1970	0974285	12/4/1973