

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M Cubed Technologies, Inc.		10/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	II-VI Delaware, Inc.		
Street Address:	1105 North Market Street		
Internal Address:	Suite 1300		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4321608	CERAGUARD	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecszenye (150287-00563)		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	150287-00563		
NAME OF SUBMITTER:	Timothy D. Pecszenye		
SIGNATURE:	/Timothy D. Pecszenye/		
DATE SIGNED:	10/06/2020		
Total Attachments: 5			
source=2020-10-02 II-VI Delaware Inc. Trademark Assignment (M Cubed Technologies) signed MJR#page1.tif			
source=2020-10-02 II-VI Delaware Inc. Trademark Assignment (M Cubed Technologies) signed MJR#page2.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and effective as of October 2, 2020 by and between M Cubed Technologies, Inc., a Delaware corporation ("Assignor"), and II-VI Delaware Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are sometimes individually referred to as a "Party" and, collectively, as the "Parties."

- 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. Recordation. 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.

M CUBED TECHNOLOGIES, INC.



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: 0289

SCHEDULE A

Trademark Rights

Trademark	Country	Owner	Registration No. (Application No.)	Reg. Date App. Date
CERAGUARD	USA	M Cubed Technologies, Inc.	4,321,608	04/16/2013

SCHEDULE B

Trademark Rights

Trademark	Country	Owner	Registration No. (Application No.)	Reg. Date App. Date
M and Design	European Union	M Cubed Technologies, Inc.	16841371	10/17/2017

SCHEDULE C

Trademark Rights

Trademark	Country	Owner	Registration No. (Application No.)	Reg. Date App. Date
MESA (Stylized)	International (*includes designations in the European Union and Japan)	M Cubed Technologies, Inc.	1248400	12/20/2014
OPTIMUM (Stylized)	International (*includes designation in Japan)	M Cubed Technologies, Inc.	1248901	12/20/2014