

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KVH Industries, Inc.		08/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Delta Acquisition Sub, Inc.		
Street Address:	2015 Chestnut Street		
City:	Alhambra		
State/Country:	CALIFORNIA		
Postal Code:	91803		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76209686	TACNAV	
CORRESPONDENCE DATA			
Fax Number:	9783410036		
<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:	978-341-0036		
Email:	trademarks@hbsr.com		
Correspondent Name:	Ronald Demsher		
Address Line 1:	Hamilton, Brook, Smith & Reynolds, P.C.		
Address Line 2:	530 Virginia Road, P.O. Box 9133		
Address Line 4:	Concord, MASSACHUSETTS 01742-9133		
NAME OF SUBMITTER:	Ronald Demsher		
SIGNATURE:	/Ronald R. Demsher; Reg. No. 42,478/		
DATE SIGNED:	09/21/2022		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made as of this 9th day of August, 2022, by and between **KVH INDUSTRIES, INC.**, a Delaware corporation (hereinafter referred to as “**Assignor**”), to **DELTA ACQUISITION SUB, INC.**, a Delaware corporation, having a place of business at (hereinafter referred to as “**Assignee**”).

WHEREAS, Assignor, Assignee and EMCORE corporation, a New Jersey corporation are parties to that certain Asset Purchase Agreement, dated as of August 9, 2022 (the “**Purchase Agreement**”; capitalized terms used herein, but not otherwise defined have the meanings given to such terms in the Purchase Agreement), pursuant to which Assignee has agreed to buy, and Assignor has agreed to sell, the Purchased Assets as set forth therein;

WHEREAS, Assignor has adopted, used, is using and is the sole and exclusive owner of the trademarks set forth on **EXHIBIT A** hereto and any renewals and extensions of such trademarks, together with the goodwill of the business associated therewith, including the right to sue for and collect damages for the past, present and future infringement of such trademarks (the “**Trademarks**”);

WHEREAS, the Purchased Assets include the Trademarks; Assignee desires to acquire the Trademarks from Assignor, and Assignor desires to assign the Trademarks to Assignee; and

WHEREAS, Assignee is a successor to that part of Assignor’s businesses to which the Trademarks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all worldwide right, title and interest in and to the Trademarks, including any common law, statutory and other rights associated therewith, together with the goodwill of the business symbolized by the Trademarks and the registrations and applications thereof, and all rights to (i) bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Trademarks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Trademarks and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor hereby requests the Director of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

Executed this 9th day of August, 2022.

[Signature Page Follows]

IN WITNESS WHEREOF, parties hereto have caused this Assignment to be executed and delivered by each of them or their respective officers thereunto duly authorized, all as of the date first written above.

ASSIGNOR:

KVH INDUSTRIES, INC.

DocuSigned by:
Brent C. Bruun
By: _____
Name: Brent C. Bruun
Title: President and Chief Executive Officer

ASSIGNEE:

DELTA ACQUISITION SUB, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, parties hereto have caused this Assignment to be executed and delivered by each of them or their respective officers thereunto duly authorized, all as of the date first written above.

ASSIGNOR:

KVH INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

DELTA ACQUISITION SUB, INC.

DocuSigned by:
By: Ryan Hochgesang _____
Name: Ryan Hochgesang _____
Title: Vice President, General Counsel and Secretary

**EXHIBIT A
TRADEMARKS**

Trademark Registrations

Mark	Country	Status	Classes	Application Date	Application No.	Registration Date	Registration No.
TACNAV	US	Active	9, 21, 23, 26, 36, and 38	February 13, 2001	76209686	September 24, 2002	2623778

Unregistered Trademarks

Name	Description
ActiveFiber™	Optical fiber with integrated optical networking components
GEO-FOG™	Inertial navigation system
GyroTrac™	Digital compass and gyro-based heading system
N-FOG™	North finding fiber optic gyro-based system for military applications
PIC Inside™	Inertial systems with photonic integrated chip (PIC) technology
T-FOG™	Fiber optic gyro upgrade for digital compass-based TACNAV systems