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PATENTS ONLY

10-14-1998

F COMME
Trademark Of

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To the Honorable Commissioner of Patents and Trademarks: Please record the

1. Name of conveying party(ies):

Center for Advanced Fiberoptic Applications (CAFA)

Additional name(s) of conveying party(ies) attached? Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☒ Change of Name☐ Other

Execution Date: September 28, 1998

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

Name: Galileo Corporation

Internal Address:

Street Address: Galileo Park, P.O. Box 550

City: Sturbridge, MA Zip: 01566

Country:

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s):

B. Patent No.(s)

5,544,772, 5,618,217, 5,569,355 and 5,568,013

Additional numbers attached? ☐ Yes ☒ No

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

Name: John P. DeLuca

WATSON COLE GRINDLE WATSON P.L.L.C.

Internal Address:

Street Address:

1400 K Street N.W.

10th Floor

City: WASHINGTON, D.C. Zip: 20005-2477

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)\$160.

☒ Enclosed☒ Any deficiencies may be charged to Deposit Account No. 23-0575.☐ Authorized to be charged to deposit account

8. Deposit Account No. 23-0575

(Attach duplicate copy of this page if paying by deposit account)

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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.

John P. DeLuca

Name of Person Signing

Registration No. 25,505

Signature

30 September 1998

Date

Total number of pages comprising cover sheet:

Atty.Dkt 275/68980-2

ASSIGNMENT

WHEREAS, Center for Advanced Fiberoptic Applications (hereinafter CAFA), a Massachusetts Corporation, of P.O. Box 663, Southbridge Massachusetts 01550-0663 is the sole owner of certain inventions identified as follows:

United States Letters Patent Nos. 5,544,772, 5,618,217, 5,569,355, and 5,568,013;

Canadian Patent Application Serial No. 2,229,717;

Canadian Patent Application Serial No. 2,229,731;

European Patent Application Serial No. 6846332.

AND WHEREAS Galileo Corporation, A Delaware Corporation of Galileo Park, P.O. Box 550, Sturbridge, Massachusetts, is desirous of acquiring the entire right, title and interest in and to said inventions and in and to any and all Letters Patent of the United States and countries foreign thereto which may be obtained therefor;

AND WHEREAS pursuant to an Assignment agreement recorded in the U.S. Patent and Trademark Office on August 8, 1996 at reel 8607, frame 0471, a copy of which is attached hereto, between Galileo Electro-Optics Corporation, now Galileo Corporation, (herein after Galileo) and Center for Advanced Fiberoptic Applications (hereinafter CAFA), Galileo assigned certain patents to CAFA. Pursuant thereto, CAFA agreed to pay Galileo \$30,000.00 on or before the end of the calender year 1996.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration in hand, receipt of which is hereby acknowledged, CAFA does hereby sell, assign, transfer and set over unto Galileo Corporation, its legal representatives, successors, and assigns, the entire right, title and interest in and to said inventions as set forth hereinabove, and

in and to any and all patents of the United States and countries foreign thereto which may be issued for said inventions;

CAFA requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said inventions to said Galileo Corporation, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the inventions covered thereby;

Galileo agrees that the cash sum set forth in the August 8, 1996 assignment shall be reduced by one half to \$15,000.00 payable on or before the end of the calendar year 1999.

All of the terms and conditions of the foregoing assignment shall remain in effect including Galileo's right to a reversionary interest in the patents which were assigned to CAFA.

Galileo hereby grants to CAFA a non-exclusive royalty free license to practice the inventions set forth in the above-identified patents.

CAFA hereby covenants that it has the full right to convey the entire interest herein assigned and has not executed, and will not execute, any agreement in conflict herewith, and CAFA also agrees to execute all papers in connection with the application and any continuing or divisional applications thereof and in connection with any interference which may be declared involving this application or any continuing or divisional application thereof;

AND CAFA hereby grants the firm of WATSON COLE GRINDLE WATSON, P.L.L.C. the power to insert on this assignment any further identification which may be

necessary or desirable to comply with the rules of the United States Patent and Trademark Office and countries foreign thereto for recordation of this assignment.

SEPT 28, 1998
Date:

Martin G. Drexhage
Center For Advanced Fiberoptic Applications
By: Martin G. DREXHAGE
Title: Executive Director

WITNESS:

(1)

William Tsch
9/28/98
Date:

9/28/98
Date:

Josef W. Rokus
Galileo Corporation
By: Josef Rokus
Title: Vice President of Corporate Development
and Secretary

WITNESS:

(1)

Catherine A. Pytel
9-28-98
Date:

4-15-1995 9:58PM

FROM CAFA 508 /65 0180

P. 3

08/05/96 MON 08:40 FAX 202 828 8034

WATSON COLE STEVENS DAVE

0002

08/02/96 FRI 10:04 FAX 202 828 8034

9:07AM

202 828 8034 -- GALILEOEXEC. #2

WATSON COLE STEVENS DAVE

0002

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ASSIGNMENT

WHEREAS, Galileo Electro-Optics Corporation (GEOC), a Delaware corporation, of Galileo Park, P.O. Box 550, Sturbridge, Massachusetts, is the sole owner of certain inventions identified as follows:

United States Letters Patent Nos. 5,378,960, 5,205,922, and 5,086,248;

United States Patent Application Serial Nos. 08/506,611, 08/507,027, 08/365,242, 08/371,548, 08/262,004, 07/395,588, and 07/395,586;

Japanese Patent Application Nos. 216929/90 and 216930/90;

European Patent Nos. To be assigned, covering United Kingdom, Germany, France, The Netherlands, which issued from EP Application No. 90308571.0;

European Patent Nos. 0413481 (UK), P69013613.7 (GE), 0413481 (FR), 0413481 (NE), covering United Kingdom, Germany, France, The Netherlands, which issued from EP Application No. 90308569.4;

AND WHEREAS Center for Advanced Fiberoptic Applications (CAFA), a Massachusetts corporation, of P.O. Box 863, Southbridge, Massachusetts 01550-0663, is desirous of acquiring the entire right, title and interest in and to said inventions throughout the world and in and to any and all Letters Patent of the United States and countries foreign thereto which may be obtained therefor;

NOW THEREFORE, for good and valuable consideration in hand, receipt of which is hereby acknowledged, GEOC does hereby sell, assign, transfer and set over unto CAFA, its legal representatives, successors, and assigns, the entire right, title and interest in and to said inventions, and in and to any and all patents of the United States and countries foreign thereto which may be issued for said inventions;

UPON SAID CONSIDERATION, GEOC hereby agrees with CAFA that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration but at the expense of CAFA, execute such additional assignments and other writings and do such additional acts as CAFA may deem necessary or desirable to perfect CAFA's enjoyment of this grant, and render all reasonably necessary assistance in making application for and obtaining original, divisional, reissued, or extended Letters Patent of the United States or

4-15-1995 9:59PM

FROM CAFA 508 765 0180

P. 4

08/05/96 MON 08:41 FAX 202 828 8034

WATSON COLE STEVENS DAVIS

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WATSON COLE STEVENS DAVIS

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countries foreign thereto on said inventions, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits;

AND GEOC requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said inventions to CAFA, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said inventions and the patents covered thereby.

PURCHASE OF INTELLECTUAL PROPERTY - For a cash sum of \$30,000.00 (Cash Consideration), due on or before December 31, 1997, CAFA agrees to purchase the intellectual property including patents, patent applications, critical process know-how and trade secrets as more fully referenced in a separate Agreement between GEOC and CAFA.

PROFIT DISTRIBUTION - Should a project undertaken by CAFA which utilizes technology represented by the inventions herein that have been transferred by GEOC according to the terms of the Agreement produce a profit, the profit will be distributed as follows: GEOC: 40%, Participating Members: 40%, and CAFA: 20%.

LICENSE FEE - If CAFA licenses the technology transferred by GEOC pursuant to the terms of the Agreement to a third party, and license fee derived would be distributed as follows: GEOC: 40%, Participating Members: 40%, and CAFA: 20%.

RIGHT OF FIRST REFUSAL - GEOC reserves the right of first refusal to be the prime manufacturer of electron multiplier components in products developed as a result of technology transferred pursuant to the Agreement.

Provided, however, that:

(a) GEOC must exercise its right within 90 days of the date a product has been deemed ready for commercialization by the CAFA board;

(b) If no revenue stream is generated within a two year period from the date of exercise of GEOC's right of first refusal under the terms of this agreement, the right lapses and reverts to CAFA; and

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(c) If GEOC exercises its right of first refusal, GEOC waives its rights to profits and license fees as outlined above.

GEOC reserves for itself, its successors and assigns a reversionary interest in and to the inventions set forth herein which shall become effective immediately in the event of failure of CAFA to pay the Cash Consideration by the date set forth above, or in the event of the dissolution or bankruptcy of CAFA. Whereupon it being understood that GEOC's only obligation is to repay to CAFA or its trustee in bankruptcy or receiver as the case may be, the lesser of the Cash Consideration recited herein or the amount actually paid by CAFA to GEOC of said Cash Consideration.

GALILEO ELECTRO-OPTICS CORPORATION

Date 8/2/96 By William T. Hanley
 Title President and CEO

CENTER FOR APPLIED FIBEROPTIC APPLICATIONS

Date 8/5/96 By Martin G. Drexhage
 Title EXECUTIVE DIRECTOR