


Client Code: MELLES.013A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>1. David E. Hargis 2. John O'Shaughnessy 3. Marc L. Shaffer 4. Eric B. Takeuchi</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Melles Griot, Inc. Street Address: 2051 Palomar Airport Road, 200 City: Carlsbad State: CA ZIP: 92011</p> <p>Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Confirmation of Assignment</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>1. May 9, 2011 2. May 6, 2011 3. May 9, 2011 4. May 9, 2011</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p><input checked="" type="checkbox"/> Patent No.: 7,646,546 Issue Date: January 12, 2010</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: MELLES.013A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40 <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Gregory A. Hermanson</u> Name of Person Signing</p> <p> Signature</p> <p><u>5/24/2011</u> Date</p> <p>53,018 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 15</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

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Alexandria, VA 22313-1450

Facsimile Number: (571) 273-0140

Part II

Confirmation of Assignment

MG 013

Signed/notarized by:

David Hargis
John O'Shaughnessy
Marc Shaffer
Eric Takeuchi

CONFIRMATION OF ASSIGNMENT

This Confirmation of Assignment is by and among, on the one hand, A) John O'Shaughnessy, a United States citizen, residing at 4906 Loma Laguna Drive, Carlsbad, CA 92008; B) David E. Hargis, a United States citizen, residing at 12697 Calle de la Siena, San Diego, CA 92130; C) Eric B. Takeuchi, a United States citizen, residing at 10994 Shy Bird Lane, San Diego, CA 92128; and, D) Marc L. Shaffer, a United States citizen, residing at 2060 North Nutmeg Street, Escondido, CA 92026 (collectively hereinafter "ASSIGNORS") and, on the other hand, Melles Griot, Inc., a Nevada corporation (hereinafter "ASSIGNEE"),

WHEREAS, ASSIGNORS invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to ANAMORPHIC OPTICAL SYSTEM PROVIDING A HIGHLY POLARIZED LASER OUTPUT (collectively hereinafter referred to as the "Work") for which the following patent applications have been filed in the United States Patent and Trademark Office (collectively hereinafter the "Patents"):

U.S. Application No. 11/451,623; Filing Date: June 12, 2006;
which issued as U.S. Patent No. 7,646,646; Issue Date: January 12, 2010;
(Ref. No. MELLES.013A)

U.S. Application No. 12/688,178; Filing Date: January 12, 2010;
which issued as U.S. Patent No. 7,869,133; Issue Date: January 11, 2011;
(Ref. No. MELLES.013DV1)

U.S. Application No. 12/987,945; Filing Date: January 10, 2011;
(Ref. No. MELLES.013D1C1)

U.S. Provisional No. 60/689,619; Filing Date: June 10, 2005;

U.S. Provisional No. 60/691,271; Filing Date: June 15, 2005;

U.S. Provisional No. 60/763,497; Filing Date: January 30, 2006;

WHEREAS, prior to June 2005, ASSIGNORS each executed an employee agreement with ASSIGNEE, said employee agreements, attached hereto in Appendix I, in which ASSIGNORS assigned to ASSIGNEE all right, title, and interest in any and all inventions, patents, and applications produced, discovered, invented, conceived, developed, or improved during ASSIGNORS' employment with ASSIGNEE;

NOW, THEREFORE, ASSIGNORS hereby confirm and acknowledge that for good and valuable consideration the receipt of which is hereby acknowledged, ASSIGNORS sold, assigned, transferred and set over unto ASSIGNEE, the entire right, title, and interest throughout the world in the Work and the Patents, including all applications relating thereto and all applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be or have been granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which have been or may be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of May, 2011.

David E. Hargis

David E. Hargis

STATE OF CALIFORNIA }

ss.

COUNTY OF SAN DIEGO }

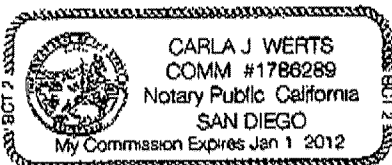
On MAY 09 2011, before me, CARLA J. WERTS, notary public, personally appeared DAVID E. HARGIS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Carla J. Werts
Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 6th day of May, 2011.

John O'Shaughnessy
John O'Shaughnessy

STATE OF)
 }
 } ss.
COUNTY OF)

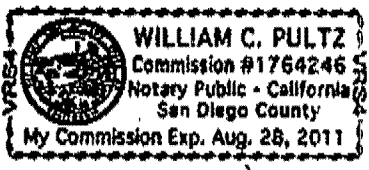
On May 6, 2011, before me, William C. Pultz, notary public, personally appeared John O'Shaughnessy who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

William C. Pultz
Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9TH day of MAY, 2011

Marc L. Shaffer
Marc L. Shaffer

STATE OF CALIFORNIA

ss.

COUNTY OF SAN DIEGO

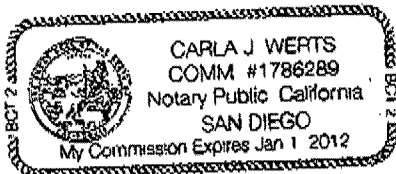
On MAY 09, 2011, before me, CARLA J. WERTS, notary public, personally appeared MARC L. SHAFFER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Carla J. Werts
Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of May, 2011.

Eric B. Takeuchi

Eric B. Takeuchi

STATE OF *California*)

ss.

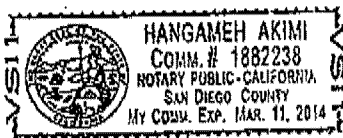
COUNTY OF *San Diego*)

On 9th May 2011, before me, Hangameh Akimi, notary public, personally appeared Eric B. Takeuchi who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument, and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) authorized capacity(ies), and that by (his) (her) (their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Hangameh Akimi

Notary Signature

AGREEMENT REGARDING EMPLOYMENT MATTERS

In consideration of my employment with and the compensation paid to me by WELLES GRIOT, INC. (the "Company"), I agree as follows:

1. During and after my employment with the Company, I will neither disclose nor assist in the unauthorized disclosure nor use in a way adverse to the Company's interests any Proprietary Information. "Proprietary Information" shall include, but not be limited to, the following: manufacturing techniques and technology, processes, formulas, customer lists, mailing lists, trade secrets, data and know-how, information encompassed in all developmental or experimental work, drawings, designs, plans, proposals, computer technology (including software codes, systems, and programs), marketing and sales plans, distribution systems, financial information, methods of operation, costs, pricing information, inventions, machines, methods, uses, apparatuses, compositions of matter, configurations of any kind, works of authorship, improvements or developments, and all concepts or ideas related to the business of the Company or its affiliates, whether created by me or by others.

2. During and after my employment with the Company, I shall not use for my own benefit or purpose any Proprietary Information and I will not take or retain any original or copy of any of the Company's Proprietary Information. At the date of my termination of employment with the Company I will promptly return to the Company all originals and copies of any Proprietary Information which I may have in my possession.

3. I agree that my performance of the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence Proprietary Information acquired by me in confidence prior to my employment with the Company. I understand that as part of the consideration for the offer of employment extended to me by the Company and of my employment and continued employment by the Company, that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company, any materials or documents of a former employer which are not generally available to the public, unless I obtain written authorization from my former employer for their possession and use.

4. I will notify the Company of all Proprietary Information which I may produce, discover, invent, conceive, develop, or improve during my employment with the Company and I hereby assign my right, title, and interest in any and all such Proprietary Information to the Company. I understand that I am not obligated to assign any Proprietary Information which qualifies fully under the provisions of California Labor Code Section 2870.

5. I hereby assign my right, title, and interest in any patents or copyrights, or applications therefor, based on any Proprietary Information, and agree to assist the Company in obtaining, maintaining, enforcing, and extending any patents or copyrights for the benefit of the Company. I agree that the obligations pursuant to this Section 5 shall continue beyond the termination of my employment, but after such termination the Company shall compensate me at a reasonable rate for time actually spent by me in providing such assistance at the Company's request.

6. I agree to devote my productive time, ability, and attention to the business of the Company during my employment. I agree that during the period of my employment with the Company I will not, without the Company's express consent, (i) engage in any other full-time employment or activity, or (ii) engage in any employment or activity in any competitive business, other than for the Company. I understand and agree that only with the prior written consent of the Company may I accept part-time employment outside of the Company, provided it is in an industry or job area totally unrelated to my responsibilities with the Company (e.g., real estate), and such that it does not impact my working hours or require use of confidential information or facilities of the Company.

7. I agree that California law will govern this Agreement and that the Company may seek injunctive or other appropriate relief to restrain disclosure of the Company's Proprietary Information.

8. The provisions of this Agreement shall inure to the benefit of and shall be binding upon my heirs, personal representatives, successors, and assigns, and the successors, subsidiaries, affiliated corporations, venturers, and assignees of the Company.

9. The terms of this Agreement (except for the terms contained in Section 6) shall remain in effect after the termination of my employment with the Company.

10. The invalidity of any provision hereof shall in no way affect the validity of any other provision hereof. This Agreement constitutes the entire agreement between the Company and me with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. In addition, this Agreement supersedes any prior trade secret or conflict of interest agreement which I may have signed with the Company or its affiliates.

Dated: 1/24/92

John J. O'Shaughnessy
John J. O'Shaughnessy
 Print Name

EMPLOYAGRT/7

AGREEMENT REGARDING EMPLOYMENT MATTERS

In consideration of my employment with and the compensation paid to me by WELLES GRIOT, INC. (the "Company"), I agree as follows:

1. During and after my employment with the Company, I will neither disclose nor assist in the unauthorized disclosure nor use in a way adverse to the Company's interests any Proprietary Information. "Proprietary Information" shall include, but not be limited to, the following: manufacturing techniques and technology, processes, formulas, customer lists, mailing lists, trade secrets, data and know-how, information encompassed in all developmental or experimental work, drawings, designs, plans, proposals, computer technology (including software codes, systems, and programs), marketing and sales plans, distribution systems, financial information, methods of operation, costs, pricing information, inventions, machines, methods, uses, apparatuses, compositions of matter, configurations of any kind, works of authorship, improvements or developments, and all concepts or ideas related to the business of the Company or its affiliates, whether created by me or by others.

2. During and after my employment with the Company, I shall not use for my own benefit or purpose any Proprietary Information and I will not take or retain any original or copy of any of the Company's Proprietary Information. At the date of my termination of employment with the Company I will promptly return to the Company all originals and copies of any Proprietary Information which I may have in my possession.

3. I agree that my performance of the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence Proprietary Information acquired by me in confidence prior to my employment with the Company. I understand that as part of the consideration for the offer of employment extended to me by the Company and of my employment and continued employment by the Company, that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company, any materials or documents of a former employer which are not generally available to the public, unless I obtain written authorization from my former employer for their possession and use.

4. I will notify the Company of all Proprietary Information which I may produce, discover, invent, conceive, develop, or improve during my employment with the Company and I hereby assign my right, title, and interest in any and all such Proprietary Information to the Company. I understand that I am not obligated to assign any Proprietary Information which qualifies fully under the provisions of California Labor Code Section 2870.

5. I hereby assign my right, title, and interest in any patents or copyrights, or applications therefor, based on any Proprietary Information, and agree to assist the Company in obtaining, maintaining, enforcing, and extending any patents or copyrights for the benefit of the Company. I agree that the obligations pursuant to this Section 5 shall continue beyond the termination of my employment, but after such termination the Company shall compensate me at a reasonable rate for time actually spent by me in providing such assistance at the Company's request.

* 6. I agree to devote my productive time, ability, and attention to the business of the Company during my employment. I agree that during the period of my employment with the Company I will not, without the Company's express consent, (i) engage in any other full-time employment or activity, or (ii) engage in any employment or activity in any competitive business, other than for the Company. I understand and agree that only with the prior written consent of the Company may I accept part-time employment outside of the Company, provided it is in an industry or job area totally unrelated to my responsibilities with the Company (e.g., real estate), and such that it does not impact my working hours or require use of confidential information or facilities of the Company.

7. I agree that California law will govern this Agreement and that the Company may seek injunctive or other appropriate relief to restrain disclosure of the Company's Proprietary Information.

8. The provisions of this Agreement shall inure to the benefit of and shall be binding upon my heirs, personal representatives, successors, and assigns, and the successors, subsidiaries, affiliated corporations, venturers, and assignees of the Company.

9. The terms of this Agreement (except for the terms contained in Section 6) shall remain in effect after the termination of my employment with the Company.

10. The invalidity of any provision hereof shall in no way affect the validity of any other provision hereof. This Agreement constitutes the entire agreement between the Company and me with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. In addition, this Agreement supersedes any prior trade secret or conflict of interest agreement which I may have signed with the Company or its affiliates.

Dated: 12/7/99

David E. Hargis

*I will be a consultant for LPC in non-competitive areas. Approved to by MIKE

DAVID E. HARGIS
Print Name

EMPLOYAGRT/7

MELLES GRIOT

AGREEMENT REGARDING EMPLOYMENT MATTERS

In consideration of my employment with and the compensation paid to me by MELLES GRIOT, INC. (the "Company"), I agree as follows:

1. During and after my employment with the Company, I will neither disclose nor assist in the unauthorized disclosure nor use in a way adverse to the Company's interests any Proprietary Information. "Proprietary Information" shall include, but not be limited to the following: Manufacturing techniques and technology processes, formulas, customer lists, mailing lists, trade secrets, data and know-how information encompassed in all developmental or experimental work, drawings, designs, plans, proposals, computer technology (including software codes, systems, and programs), marketing and sales plans, distribution systems, financial information, methods of operation, costs, pricing information, inventions, machines, methods, uses, apparatuses, compositions of matter, configurations of any kind, works of authorship, improvements or developments, and all concepts or ideas to the business of the Company or its affiliates, whether created by me or by others.
2. During and after my employment with the Company, I shall not use for my own benefit or purpose any Proprietary Information and I will not take or retain any original or copy of any of the Company's Proprietary Information. At the date of my termination of employment with the Company, I will promptly return to the Company all originals and copies of any Proprietary Information which I may have in my possession.
3. I agree that my performance of the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence Proprietary Information acquired by me in confidence prior to my employment with the Company. I understand that as part of the consideration for the offer of employment extended to me by the Company and of my employment and continued employment by the Company, that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company, any materials or documents of a former employer which are not generally available to the public, unless I obtain written authorization from my former employer for their possession and use.
4. I will notify the Company of all Proprietary Information which I may produce, discover, invent, conceive, develop, or improve during my employment with the Company and I hereby assign my right, title, and interest in any and all such Proprietary Information to the Company. I understand that I am not obligated to assign any Proprietary Information that qualifies fully under the provisions of California Labor Code Section 2870.
5. I hereby assign my right, title, and interest in any patents or copyrights, or applications therefore, based on any Proprietary Information, and agree to assist the Company in obtaining, maintaining, enforcing, and extending any patents or copyrights for the benefit of the Company. I agree that the obligations pursuant to this Section 5 shall continue beyond the termination of my employment, but after such termination the Company compensate me at a reasonable rate for time actually spent by me in providing such assistance at the Company's request.

Agreement Regarding Employment rev 2002.doc

- 6. I agree to devote my productive time, ability and attention to the business of the Company during my employment. I agree that during the period of my employment with the Company, I will not, without the Company's express consent, (i) engage in any other full-time employment or activity, or (ii) engage in any employment or activity in any competitive business, other than for the Company. I understand and agree that only with the prior written consent of the Company, provided it is in an industry or job area totally unrelated to my responsibilities with the Company (e.g., real estate), and such that it does not impact my working hours or require use of confidential information or facilities of the Company.
- 7. I agree that during and after my employment with the Company, I will not solicit any of the Company's employees to work for or be associated with in any way a competitive business, or otherwise induce or attempt to induce any such employees to work for or be associated with a competitive business. Nor will I induce or attempt to induce any such employees to terminate their employment with the Company or to otherwise disrupt or interfere or attempt to disrupt or interfere with the Company's relationships with such employees.
- 8. I agree that California law will govern this Agreement and that the Company may seek injunctive or other appropriate relief to restrain disclosure of the Company's Proprietary Information.
- 9. The provisions of this Agreement shall inure to the benefit of and shall be binding upon my heirs, personal representatives, successors, and assigns, and the successors, subsidiaries, affiliated corporations, venturers, and assignees of the Company.
- 10. The terms of this Agreement (except for the terms contained in Section 8) shall remain in effect after the termination of my employment with the Company.
- 11. The invalidity of any provision hereof shall in no way affect the validity of any other provision hereof. This Agreement constitutes the entire agreement between the Company and me with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. In addition, this Agreement supersedes any prior trade secret or conflict of interest agreement that I may have signed with the Company or its affiliates.

Dated: 9/15/2003

Eric B. Takeuchi
Signature ET 12/15/06

ERIC B. TAKEUCHI
Print Name

AGREEMENT REGARDING EMPLOYMENT MATTERS

In consideration of my employment with and the compensation paid to me by MELLER GRIOT, INC. (the "Company"), I agree as follows:

1. During and after my employment with the Company, I will neither disclose nor assist in the unauthorized disclosure nor use in a way adverse to the Company's interests any Proprietary Information. "Proprietary Information" shall include, but not be limited to, the following: manufacturing techniques and technology, processes, formulae, customer lists, mailing lists, trade secrets, data and know-how, information encompassed in all developmental or experimental work, drawings, designs, plans, proposals, computer technology (including software codes, systems, and programs), marketing and sales plans, distribution systems, financial information, methods of operation, costs, pricing information, inventions, machines, methods, uses, apparatuses, compositions of matter, configurations of any kind, works of authorship, improvements or developments, and all concepts or ideas related to the business of the Company or its affiliates, whether created by me or by others.

2. During and after my employment with the Company, I shall not use for my own benefit or purpose any Proprietary Information and I will not take or retain any original or copy of any of the Company's Proprietary Information. At the date of my termination of employment with the Company I will promptly return to the Company all originals and copies of any Proprietary Information which I may have in my possession.

3. I agree that my performance of the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence Proprietary Information acquired by me in confidence prior to my employment with the Company. I understand that as part of the consideration for the offer of employment extended to me by the Company and of my employment and continued employment by the Company, that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company, any materials or documents of a former employer which are not generally available to the public, unless I obtain written authorization from my former employer for their possession and use.

4. I will notify the Company of all Proprietary Information which I may produce, discover, invent, conceive, develop, or improve during my employment with the Company and I hereby assign my right, title, and interest in any and all such Proprietary Information to the Company. I understand that I am not obligated to assign any Proprietary Information which qualifies fully under the provisions of California Labor Code Section 2870.

5. I hereby assign my right, title, and interest in any patents or copyrights, or applications therefor, based on any Proprietary Information, and agree to assist the Company in obtaining, maintaining, enforcing, and extending any patents or copyrights for the benefit of the Company. I agree that the obligations pursuant to this Section 5 shall continue beyond the termination of my employment, but after such termination the Company shall compensate me at a reasonable rate for time actually spent by me in providing such assistance at the Company's request.

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7. I agree that California law will govern this Agreement and that the Company may seek injunctive or other appropriate relief to restrain disclosure of the Company's Proprietary Information.

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Dated: 12-17-99


MARC L. SHAFFER
Print Name