

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Quantronix Corporation	05/19/2012
RECEIVING PARTY DATA	
Name:	Continuum Electro-Optics, Inc.
Street Address:	3150 Central Expressway
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95051
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7408971
CORRESPONDENCE DATA	
Fax Number: (866)658-1067	
Phone: 203.353.6835	
Email: patent@edwardswildman.com,jlaberteaux@edwardswildman.com,lhays@edwardswildman.com	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name: Edwards Wildman Palmer LLP	
Address Line 1: P. O. Box 55874	
Address Line 4: Boston, MASSACHUSETTS 02205	
ATTORNEY DOCKET NUMBER:	303582.0001
NAME OF SUBMITTER:	Jason LaBerteaux
Total Attachments: 6 source=7408971 Assignment#page1.tif source=7408971 Assignment#page2.tif source=7408971 Assignment#page3.tif source=7408971 Assignment#page4.tif source=7408971 Assignment#page5.tif source=7408971 Assignment#page6.tif	

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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("**Agreement**") is entered into as of May 19, 2012, (the "**Effective Date**"), by and between Continuum Electro-Optics, Inc., a Delaware corporation with a principal place of business at 3150 Central Expressway, Santa Clara, CA 95051, ("**Assignee**"), and Quantronix Corporation, a Delaware corporation with a principal place of business at 3150 Central Expressway, Santa Clara, CA 95051, ("**Assignor**"), (each of Assignee and Assignor is a "**Party**" and together are the "**Parties**").

WITNESSETH:

WHEREAS, Assignor owns certain patents granted by the United States Patent and Trademark Office and certain foreign patent offices, as identified on Schedule A hereto (the "**Assigned Patents**"), and further defined herein; and

WHEREAS, Assignor and Assignee wish to enter into this Patent Assignment Agreement to consummate the transfer by Assignor to Assignee of all right, title and interest in and to the Assigned Patents.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

**1. Definitions.** As used in this Agreement, the term "Assigned Patents" means: (i) all patents and patent applications listed on Schedule A hereto; (ii) all subject matter and any invention claimed or disclosed in such patents and all embodiments thereof; (iii) all rights to apply in any and all countries of the world for patents, certificates of inventions, utility models, or other governmental grants with respect to any such patent or invention, including the right to apply for patents pursuant to any convention, treaty, agreement or understanding; (iv) any patent, patent application or other governmental grants granted on any such patent or invention, including any continuation, continuation in part, divisional, substitution, provisional, request for continued examination, continued prosecution application, reissue, reexamination, or extension of any of the foregoing in any jurisdiction anywhere in the world; and (v) to the extent they exist, all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights (but not obligations) under, or on account of, any of the foregoing, including all causes of action and other enforcement rights for (a) damages, (b) injunctive relief, (c) any other remedies of any kind (in each of cases (a), (b), and (c) for past, current, and future infringement), and (d) all rights to collect royalties and other payments under or on account of any of the foregoing.

**2. Assignment.** Effective as of the Effective Date, Assignor hereby irrevocably and unconditionally assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Assigned Patents.

**3. Representations, Warranties, and Covenants.** Assignor represents, warrants and covenants that:

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(a) Assignor has full right, power, and authority to enter into this Agreement and all rights necessary to assign the Assigned Patents to Assignee;

(b) Except as set forth on Schedule B hereto, Assignor has not assigned, granted or otherwise transferred any right, title, or interest in or to any Assigned Patents to any other person or entity; and

(c) Except as set forth on Schedule B hereto, the Assigned Patents are free and clear of liens, claims, and encumbrances.

#### 4. Authorizations.

(a) Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention or other governmental grants or issuances that may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

(b) Assignor hereby authorizes and requests the attorney or agent of record to insert on this Agreement any further identification that may be necessary or desirable in order to comply with the rules of the respective patent office or governmental agency in each jurisdiction for recordation or other official recognition.

#### 5. Further Assurances.

(a) **Cooperation and Assistance.** Assignor will, at Assignee's request, (i) cooperate with and assist Assignee in perfecting, maintaining, protecting, and enforcing Assignee's rights in the Assigned Patents, and (ii) execute and deliver to Assignee any documents deemed necessary or appropriate by Assignee in its discretion to perfect, maintain, protect, or enforce Assignee's rights in the Assigned Patents or otherwise carry out the purpose of this Agreement.

(b) **Power of Attorney.** Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignee's agent and attorney-in-fact to act for and in Assignor's behalf to execute, deliver and file any and all documents with the same legal force and effect as if executed by Assignor, if Assignee is unable for any reason to secure Assignor's signature on any document needed in connection with the actions described in Section 5(a). Assignor acknowledges that this appointment is coupled with an interest and is irrevocable.

#### 6. Miscellaneous.

(a) **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Massachusetts, United States of America, without reference to its conflicts of laws provisions.

(b) **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the

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invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

(c) **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the Parties and supersedes any and all previous agreements and understandings between the Parties with respect to the subject matter hereof.

(d) **Amendment.** This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party; no other act, document, usage or custom will be deemed to amend or modify this Agreement.

(e) **No Third Party Beneficiaries.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

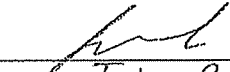
(f) **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instruments. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all Parties reflected hereon as signatories.

[Signature page to follow]

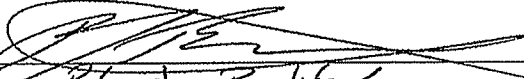
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The Parties are signing this Agreement as of the dates set forth below.

**Continuum Electro-Optics, Inc.**

By:   
Name: John Roush  
Title: Director  
Date: 5/31/12

**Quantronix Corporation**

By:   
Name: Robert Buckley  
Title: President  
Date: May 31 2012

{B1415124; 2}

**Schedule A**

**Assigned Patents**

Entity	Jurisdiction	Title	Patent No.	Filing Date	Issue Date
Quantronix Corporation	United States	Longitudinally Pumped Solid State Laser And Methods Of Making And Using.	7,408,971	2/28/2006	8/5/2008

{B1415124; 2}

**Schedule B**

**Security Interests and Liens**

1. Trademark Security Agreement with Bank of America, N. A. dated October 19, 2011

{B1415124;2}