# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5212137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
NORLAND PRODUCTS, INC.	10/25/2018

# **RECEIVING PARTY DATA**

Name:	THORLABS, INC.
Street Address:	56 SPARTA AVENUE
City:	NEWTON
State/Country:	NEW JERSEY
Postal Code:	07860

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	08731837
Application Number:	07771628
Application Number:	10620540

# **CORRESPONDENCE DATA**

**Fax Number:** (866)864-3947

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.

**Phone:** 973-828-1284

Email: patent@myerswolin.com
Correspondent Name: HARRIS A. WOLIN
Address Line 1: MYERS WOLIN, LLC

Address Line 2: 100 HEADQUARTERS PLAZA

Address Line 4: MORRISTOWN, NEW JERSEY 07960-6834

ATTORNEY DOCKET NUMBER:	NORL 8592-8594
NAME OF SUBMITTER:	HARRIS A. WOLIN
SIGNATURE:	/Harris A. Wolin/
DATE SIGNED:	10/30/2018

### **Total Attachments: 2**

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PATENT 505165369 REEL: 047347 FRAME: 0662

#### PATENT ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION OF PATENTS (this "Assignment") is made, executed and delivered as of October 2018 (the "Effective Date") by and between NORLAND PRODUCTS, INC., a corporation duly formed under the laws of New Jersey ("Seller"), and THORLABS, INC., a New Jersey corporation ("Purchaser"), pursuant to the terms of the Asset Purchase Agreement dated October 11, 2018 by and between Seller and Purchaser (the "Purchase Agreement"). Capitalized terms used herein, unless otherwise defined herein, shall have the meaning ascribed to them in the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall take precedence.

# RECITALS

WHEREAS, as a condition to the closing of the transactions contemplated by the Purchase Agreement, Seller has agreed to assign and transfer to Purchaser, and Purchaser has agreed to assume and accept, all of Seller's rights, obligations, duties, responsibilities, title, and interest in and to the to the following inventions, applications and registrations ("Patents"):

Title	Filing Date/Issue Date	App. Serial No.	Patent No.	Country
	Filing Date: 10-4-1991		5,166,997	
Cable Retention System	Issue Date: 11-24-1992	08/731,837	Expired	U.S.A.
Fiber Optic Holding Fixture	Filing Date: 10-21-1996	. B. 1.	5,917,595	
for an Optical Interferometer	Issue Date: 6-29-1999	07/771,628	Expired	U.S.A.
Interferometric Microscope	Filing Date: 07-16-2003			
Fixture and Method of Use	Issue Date: 02-28-2006	10/620,540	7,004,639 B2	U.S.A.

NOW, THEREFORE, in consideration of the promises set forth above and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

#### AGREEMENT

- 1. As of the Effective Date, Seller hereby sells, conveys, transfers and assigns to Purchaser, and Purchaser accepts and assumes, the Seller's entire right, obligations, duties, responsibilities, title and interest in and to the Patents, applications and inventions embodied therein, and all divisions, renewals and continuations thereof and all patents which may be granted thereon, and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and the right to foreign counterparts to the Patents.
- This Assignment includes the right to sue past, current and future infringers of the Patents, to obtain damages and injunctive relief from and against all such infringers, and to recover all damages in connection therewith, including past damages.

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- 3. As of the Effective Date, Purchaser hereby accept this Assignment and agrees to assume and perform all covenants, duties, rights, obligations, and responsibilities of Seller relating to the Patents including, but not limited to, all maintenance fees, annuities and taxes associated with the Patents.
- 4. Each of Purchaser and Seller agrees to do, execute and deliver, or to cause to be done, executed and delivered, all such further acts and agreements that Purchaser may reasonably request in order to more fully effectuate the sale, conveyance, transfer, assignment and delivery of the Patents by Seller and the assumption, acceptance, and ownership of the Patents by Purchaser.
- 5. This Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and permitted assigns.
- 6. This Assignment shall be interpreted and construed in accordance with the laws of the State of New Jersey, excluding any conflict of law principles that would direct application of the laws of another jurisdiction. This Section 6 shall survive indefinitely.
- 7. This Assignment shall be of no force or effect unless signed, in original or in counterpart copies, including by facsimile, by each of Seller and Purchaser.

IN WITNESS WHEREOF, this Assignment and Assumption of Patents has been duly executed and delivered by the duly authorized officers of Seller and Purchaser as of the date first written above.

NORLAND PROPERTS, INC., SELLER	THORLABS, INC., PURCHASER
By: 1/2/1/2 , ,	By: /Kalent / // // // // // // // // // // // //
Name: Timothy C Nor land	Name: Rahar P. Basah /
The state of the s	Title:
Date: 10[25][25]	Date: 19/25/18

PATENT REEL: 047347 FRAME: 0664

**RECORDED: 10/30/2018**