

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6245499

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
KAPTEYN-MURNANE LABORATORIES, INC.			10/28/2019
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THORLABS, INC.		
<b>Street Address:</b>	56 SPARTA AVENUE		
<b>City:</b>	NEWTON		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07860		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	10303040		
<b>Patent Number:</b>	9899791		
<b>Application Number:</b>	16305299		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)864-3947		
<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>			
<b>Phone:</b>	973-828-1284		
<b>Email:</b>	patent@myerswolins.com		
<b>Correspondent Name:</b>	HARRIS A. WOLIN		
<b>Address Line 1:</b>	100 HEADQUARTERS PLAZA		
<b>Address Line 2:</b>	WEST TOWER, 7TH FLOOR		
<b>Address Line 4:</b>	MORRISTOWN, NEW JERSEY 07960-6834		
<b>ATTORNEY DOCKET NUMBER:</b>	YFI 10042		
<b>NAME OF SUBMITTER:</b>	HARRIS A. WOLIN		
<b>SIGNATURE:</b>	/Harris A. Wolin/		
<b>DATE SIGNED:</b>	08/11/2020		
<b>Total Attachments: 4</b>			
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## PATENT ASSIGNMENT AND ASSUMPTION

**THIS ASSIGNMENT AND ASSUMPTION OF PATENTS** (this “Assignment”) is made, executed and delivered as of October 28, 2019 (the “Effective Date”) by and between **KAPTEYN-MURNANE LABORATORIES, INC.** a Delaware corporation (“Seller”), and **THORLABS, INC.**, a New Jersey corporation (“Purchaser”), pursuant to the terms of the Asset Purchase Agreement dated October 28, 2019 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	App. Serial No.	Patent No.	Country
Integrated Wavelength Conversion and Laser Source	2/8/2018	15/892,307	10,303,040	U.S.A.
Single Pass Amplification of Dissipative Soliton-Like Seed Pulses	5/16/2016	15/156,320	9,899,791	U.S.A.
Use of Electronically Controlled Polarization Elements for the Initiation and Optimization of Laser Mode-Locking	11/28/2017	16/305,299	Not Yet Issued	U.S.A.
Use of Electronically Controlled Polarization Elements for the Initiation and Optimization of Laser Mode-Locking	6/3/2017	PCT/US2017/035863	Not Yet Issued	PCT
Use of Electronically Controlled Polarization Elements for the Initiation and Optimization of Laser Mode-Locking	6/3/2017	CN20178045008.1	Not Yet Issued	China
Use of Electronically Controlled Polarization Elements for the Initiation and Optimization of Laser Mode-Locking	6/3/2017	EP20170807644.4	Not Yet Issued	Europe
Arbitrary Burst Mode	3/15/2019	62/818,918	Not Yet Issued	U.S.A.
High Order Dispersion Compensation Through Spectral Clipping	6/14/2019	62/861,795	Not Yet Issued	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.
2. 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.
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 reasonable, 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. Each of Purchaser and Seller agrees that this Assignment is subject to the terms and conditions of the Asset Purchase Agreement, including without limitation, the representations, warranties, covenants, exclusions, indemnities, procedures, and other provisions set forth therein, and that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Purchaser or Seller under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Asset Purchase Agreement.
6. 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.
7. This Assignment shall be interpreted and construed in accordance with the laws of the State of Delaware, excluding any conflict of law principles that would direct application of the laws of another jurisdiction. This Section 6 shall survive indefinitely.
8. 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.

[signature page follows]

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 and year first written above.

**KAPTEYN-MURNANE LABORATORIES, INC.**

By: 

Name: Kevin Falley

Title: CEO

**THORLABS, INC.**

By: \_\_\_\_\_

Name: Robert P. Regimbal

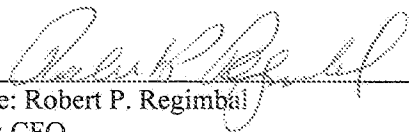
Title: CFO

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 and year first written above.

**KAPTEYN-MURNANE LABORATORIES, INC.**

By: \_\_\_\_\_  
Name: Kevin Fahey  
Title: CEO

**THORLABS, INC.**

By: \_\_\_\_\_  
Name: Robert P. Regimbal  
Title: CFO