

12-29-1998

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



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To the Honorable Commissioner of Patents

with the attached original documents or copy thereof.

1. Name of conveying party(ies):

Poly-Optical Products, Inc.  
1815 East Carnegie Avenue  
Santa Ana, CA 92705

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 8, 1998

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

Name: Lumitex, Inc.

Internal Address:

Street Address: 8443 Dow Circle

City: Strongsville State: OH ZIP: 44136

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

2,152,161  
927,252  
1,808,867

B. Trademark Registration No.(s)

1,789,160  
1,771,255

Additional numbers  Yes  No

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

Name: John X. Garred  
Benesch, Friedlander, Coplan & Aronoff LLP  
Internal Address:

Street Address: 2300 BP Tower  
200 Public Square  
City: Cleveland, State: OH ZIP: 44114

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2051

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

DO NOT USE THIS SPACE

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 X. Garred

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 1832 FRAME: 0366

## TRADEMARK ASSIGNMENT

WHEREAS, Poly-Optical Products, Inc. a Delaware corporation having its principal place of business as 1815 East Carnegie Avenue, Santa Ana, California 92705 ("Assignor"), attained an ownership interest in certain trademarks ("Trademarks") identified in Schedule A attached hereto;

WHEREAS, Lumitex, Inc., an Ohio corporation having its principal place of business at 8443 Dow Circle, Strongsville, Ohio 44136 ("Assignee"), desires to purchase the Trademarks owned by Assignor; and

WHEREAS, Assignor has agreed to assign all their rights, title, and interest in such Trademarks to Assignee;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and sells all of their rights to title and interest to the Trademarks together with the goodwill of the business symbolized by said trademarks and all causes of actions, claims, and demands or other rights for or arising from any infringements, including past infringements of the Trademarks contained on Schedule A of this Trademark Assignment to Assignee.

Assignor will, at any time and from time to time, upon request of Assignee and at Assignee's expense, do execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be required for the assigning, assuring, and confirming to Assignee, or to its successors and assigns, or for aiding and assisting in collecting and reducing

to possession, any or all of the Trademarks intended to be assigned under this Trademark Assignment.

This Trademark Assignment shall be binding upon the successors, assigns, nominees, or other legal representatives of Assignors.

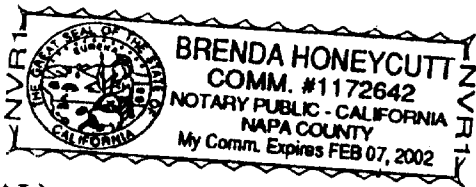
IN WITNESS WHEREOF, this Trademark Assignment is executed on this 8 day of December, 1998.

POLY-OPTICAL PRODUCTS, INC.

By: W. Stevens, Jr.  
Name: W. STEVENS, JR.  
Title: Executive Vice President

STATE OF California ) SS  
COUNTY OF Napa

On this 8<sup>th</sup> day of December, 1998, before me personally came the above-named W. Stevens, Jr., Executive Vice President of Poly-Optical Product, Inc., to me personally known as the individual who executed the foregoing Trademark Assignment, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.



(SEAL)

Brenda Honeycutt  
Notary Public

**SCHEDULE A (TRADEMARKS)**

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***TRADEMARK REGISTRATIONS IN THE UNITED STATES***

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg No</i>	<i>Reg Date</i>	<i>Status</i>
Let There Be Light	75/249,322	02/28/97	2,152,161	04/21/98	Registered
Poly-Optical	72/368,105	08/14/70	927,252	01/18/72	Expired
P and Design	74/236,020	01/02/92	1,808,867	12/07/93	Registered
Poly-Optical	74,236,021	01/02/92	1,789,160	08/24/93	Registered
Poly-Optical	74/316,310	09/22/92	1,771,255	05/18/93	Registered

***STATE REGISTRATIONS IN CALIFORNIA***

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg No.</i>	<i>Reg Date</i>	<i>Status</i>
Poly-Optical	N/A	N/A	95,633	02/20/92	Registered
Poly-Optical	N/A	N/A	40,701	08/07/92	Registered
Poly-Optical	N/A	N/A	40,702	08/07/92	Registered
P and Design	N/A	N/A	95,632	02/20/92	Registered
P and Design	N/A	N/A	40,700	08/07/92	Registered
P and Design	N/A	N/A	40,703	08/07/92	Registered

***FRANCE REGISTRATIONS***

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg. No</i>	<i>Reg Date</i>	<i>Status</i>
Optiview	290325	06/07/91	1670216	06/07/91	Registered
PolyGlo	292321	06/18/91	292321	06/18/91	Registered

**SCHEDULE A (TRADEMARKS)**

**REGISTRATIONS IN GERMANY**

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Status</i>
Optiview	P 41417	06/28/91	2026850	06/28/01	Registered
PolyGlo					

**REGISTRATIONS IN JAPAN**

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg No</i>	<i>Reg Date</i>	<i>Status</i>
Optiview					
PolyGlo					
Poly-Optical			3341663		

**REGISTRATIONS IN TAIWAN**

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg No</i>	<i>Reg Date</i>	<i>Status</i>
Optiview					
PolyGlo					

**REGISTRATIONS IN THE UNITED KINGDOM**

<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg No</i>	<i>Reg Date</i>	<i>Status</i>
Optiview		06/11/91	B1466952	06/11/98	No indication renewal filed

**SCHEDULE A (TRADEMARKS)**

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<i>Trademark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Reg No</i>	<i>Reg Date</i>	<i>Status</i>
PolyGlo					

***TRADEMARK WHERE NO REGISTRATION SOUGHT***

Innovators in plastic optical fiber since 1965