

**COVER LETTER TO LETTER OF TRANSMITTAL
FOR SURRENDER OF STOCK
OF PICOLIGHT INCORPORATED**

Ladies and Gentlemen:

The enclosed Letter of Transmittal (the "**Letter of Transmittal**") is for use by holders of shares of capital stock of Picolight Incorporated ("**Company**") in connection with the consummation of a merger (the "**Merger**") between Company and JDSU Acquisition XII, Inc., ("**Merger Sub**"), a wholly owned subsidiary of JDS Uniphase Corporation ("**JDSU**"). The terms of the Merger are set forth in an Agreement and Plan of Merger, dated as of February 22, 2007 (the "**Merger Agreement**"), by and among Company, JDSU, Merger Sub and certain other parties. By virtue of the Merger, Company will become a wholly owned subsidiary of JDSU. Capitalized terms not defined herein shall have the meaning ascribed to them in the Merger Agreement.

In connection with the Merger and in accordance with the terms of the Merger Agreement, the undersigned surrenders a completed Letter of Transmittal and the certificate(s) of Company stock (in proper certificated or uncertificated form) that are listed on the enclosed Letter of Transmittal (the "**Shares**") in exchange for (as applicable):

- 0.29551883 shares of common stock of JDSU, cash in lieu of any fractional share, determined at the rate of \$13.53 per share of common stock of JDSU, per share of Company Series C Preferred Stock ("**Series C Preferred**"),
- 0.27326974 shares of common stock of JDSU, cash in lieu of any fractional share, determined at the rate of \$13.53 per share of common stock of JDSU, per share of Company Series B Preferred Stock ("**Series B Preferred**"),
- 0.16593959 shares of common stock of JDSU, cash in lieu of any fractional share, determined at the rate of \$13.53 per share of common stock of JDSU, per share of Company Series A Preferred Stock ("**Series A Preferred**"),
- 0.04720222 shares of common stock of JDSU, cash in lieu of any fractional share, determined at the rate of \$13.53 per share of common stock of JDSU, per share of Company Common Stock ("**Common Stock**") (collectively, the "**Merger Consideration**").

Of the Merger Consideration described above, 0.03545626 shares of common stock of JDSU, per share of Series C Preferred, 0.03279039 shares of common stock of JDSU, per share of Series B Preferred, 0.01991265 shares of common stock of JDSU, per share of Series A Preferred, and 0.00566205 shares of common stock of JDSU, per share of Common Stock shall be held in escrow for the purpose of providing a fund that can be drawn upon to indemnify JDSU for breaches, if any, of representations and warranties made by Company in connection with the Merger.

At the Closing, the undersigned requests that the Exchange Agent deliver the Merger Consideration to which the undersigned is entitled, based upon the number of shares of Company capital stock owned by the undersigned immediately prior to the Effective Time and surrendered herewith, in conjunction with the Merger in the name and to the address set forth below or on the Letter of Transmittal.

The undersigned understands that completion and delivery of the enclosed Letter of Transmittal constitutes assent to the terms of the Merger to be consummated pursuant to the Merger Agreement, acknowledgment to and agreement with paragraphs 1 and 2 below and constitutes a waiver by the undersigned of any appraisal rights with respect to any Shares under Delaware General Corporation Law, whether or not the undersigned has previously made a written demand upon The Company and otherwise complied with the appraisal rights provisions of Delaware General Corporation Law.

In order to induce JDSU to pay the Merger Consideration called for by the Merger Agreement, the undersigned hereby expressly agrees with JDSU as follows:

1. **Merger Agreement.** The undersigned has reviewed the Merger Agreement and the terms of the Merger described therein, including, without limitation, Article 12.

2. **Representations and Warranties.**

(a) The undersigned is the sole and exclusive record and beneficial owner of the Shares, free and clear of any claims, liens, pledges, options, rights of first refusal (except as benefit Company) or other encumbrances or restrictions of any nature whatsoever (other than restrictions on transfer imposed under applicable securities laws or agreements between Company and the undersigned), and there are no agreements, arrangements or understandings to which the undersigned is a party (other than this Letter of Transmittal) involving the purchase, sale or other acquisition or disposition of the Shares owned by the undersigned.

(b) The undersigned has all necessary legal capacity, right, power and authority to execute and deliver the Letter of Transmittal.

(c) The execution and delivery of the Letter of Transmittal by the undersigned and the consummation of the transactions contemplated hereby will not (i) violate or conflict with any provision of any partnership agreement or other constitutional documents of any undersigned that is constituted as a general or limited partnership, (ii) breach, violate or constitute an event of default (or an event which, with the lapse of time or the giving of notice or both, would constitute an event of default) under, give rise to any right of

termination, cancellation, modification or acceleration under or require any consent or the giving of any notice under any note, bond, indenture, mortgage, security agreement, lease, license, franchise, permit, agreement or other instrument or obligation to which the undersigned is a party, or by which the undersigned or the Shares held by the undersigned may be bound or result in the creation of any material lien, claim or encumbrance or other right of any third party of any kind whatsoever upon the properties or assets of the undersigned pursuant to the terms of any such instrument or obligation, which breach, violation or event of default would have a material adverse effect on the undersigned's ability to perform the undersigned's obligations hereunder, or (iii) to the undersigned's knowledge, violate or conflict with any law, statute, ordinance, code, rule, regulation, judgment, order, writ, injunction, decree or other instrument of any court or governmental or regulatory body, agency or authority applicable to the undersigned or by which the Shares held by the undersigned may be bound.

Please sign and complete the Letter of Transmittal and return it, along with your Company stock certificate(s), to the Exchange Agent at your earliest convenience. Please see the Letter of Transmittal and Exhibit A hereto for instructions for completing the Letter of Transmittal and surrendering your stock certificate(s). JDSU and American Stock Transfer & Trust Company (the "**Exchange Agent**") hereby reserve the absolute right to reject any certificate(s) representing Company stock or any Letter of Transmittal not in proper form or to waive any irregularities or defects in the surrender of any certificate(s) representing Company stock delivered in connection herewith, and JDSU's and/or the Exchange Agent's interpretation of the terms and conditions of the Merger Agreement and the Letter of Transmittal with respect to such irregularities and defects shall be final and binding. All authority herein conferred shall survive the death or incapacity of the undersigned and all obligations of the undersigned hereunder shall be binding on the heirs, personal representatives, successors or assigns of the undersigned.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A

Instructions for Surrendering Shares of Company Capital Stock

A. General. Please do not send your stock certificate(s) directly to JDSU or Company. The Company stock certificate(s), together with the enclosed Letter of Transmittal, properly signed and completed, or facsimiles hereof and thereof (other than facsimiles of the stock certificate(s)), and any supporting documents, must be delivered to the Exchange Agent at the appropriate addresses listed on the Letter of Transmittal and at the end of these Instructions. The method of transmitting Company stock certificate(s) is at your option and risk, but if delivery is by mail, certified or registered mail with return receipt requested is suggested. Delivery will be deemed effective and risk of loss will pass only when actually received at the office of the Exchange Agent. Delivery of the Letter of Transmittal to an address other than those set forth in the Letter of Transmittal will not constitute a valid delivery.

B. Completion of the Letter of Transmittal. Please fill in all of the applicable information called for in the Letter of Transmittal. Please list where indicated on the Letter of Transmittal all certificates being submitted, including the certificate number and the number of shares represented by such certificate. If you would like the Merger Consideration to be issued in the name of someone other than the registered holder of the Company certificate(s), please follow the Special Issuance Instructions on the Letter of Transmittal. If you would like the Merger Consideration to be mailed to someone other than the registered holder of the Company certificate(s), please follow the Special Delivery Instructions on the Letter of Transmittal.

C. Backup Withholding. Each stockholder surrendering certificates for payment is required to provide its correct taxpayer identification number ("TIN") on a Form W-9 (either the enclosed Substitute Form W-9 or the enclosed official IRS Form W-9) if it is a U.S. person. Nonresident alien individuals and foreign entities should not complete a Form W-9. Rather, they should complete an appropriate version of IRS Form W-8 (W-8BEN, W-8ECI, W-8IMY, or W-8EXP), which may be obtained from the IRS website (<http://www.irs.gov>). Failure to properly complete a Form W-9 or Form W-8, as appropriate, may subject the stockholder to backup withholding at a rate of 28% of any payment received hereunder. For additional guidance, please see the instructions following the enclosed official IRS Form W-9.

If a stockholder does not have a TIN, it should apply for one immediately. Please consult the instructions associated with the enclosed official IRS Form W-9. As soon as the stockholder receives a TIN, it should properly complete and submit another Form W-9. If the stockholder does not provide a TIN prior to the time of payment, backup withholding at a rate of 28% may apply to all payments until a TIN is provided.

D. Signatures. The signature (or signatures, in the case of certificates owned by two or more joint holders) on the Letter of Transmittal should correspond exactly with the name(s) as written on the face of the Company stock certificate(s) surrendered. However, if any of the shares listed on the Letter of Transmittal have been assigned by the registered holder or holders thereof, the Letter of Transmittal and such certificate(s) must be accompanied by a stock power guaranteed by a bank, broker or other financial institution that is a member of a Securities Transfer Association-approved medallion program and the Letter of Transmittal should be signed in exactly the same form as the name(s) of the transferee(s) indicated on such stock power.

If the Letter of Transmittal is signed by a trustee, executor, administrator, guardian, officer of a corporation, attorney-in-fact or other person acting in a fiduciary or representative capacity, the person signing must give his or her full title in such capacity and enclose appropriate evidence of his or her authority to so act. If additional documents are required, you will be advised by the Exchange Agent and/or JDSU.

E. Lost, Stolen or Destroyed Stock Certificates. If any Company stock certificate(s) have been lost, stolen or destroyed, write to the Exchange Agent at the address listed on the Letter of Transmittal and at the end of these Instructions. You will be instructed as to the additional steps you must take in order to receive your portion of the Merger Consideration.

F. Inquiries. All questions regarding appropriate procedures for surrendering JDSU stock certificate(s) should be directed to the Exchange Agent at 1-877-248-6417 or 718-921-8317.

G. Additional Copies. Additional copies of the Letter of Transmittal may be obtained from the Exchange Agent by accessing http://amstock.com/shareholder/sh_downloads.asp or by contacting the Exchange Agent at 1-877-248-6417 or 718-921-8317.

H. Waiver of Conditions. The Exchange Agent and JDSU reserve the right to waive any irregularities or defects in the surrender of any certificate(s) representing shares of Company stock.

I. Miscellaneous. Neither JDSU nor the Exchange Agent is under any duty to give notification of defects in any Letter of Transmittal or facsimile or in any other required documents and shall not incur any liability for failure to give such notification. Any and all Letters of Transmittal or facsimiles (including any other required documents) not in proper form are subject to rejection. The terms and conditions of the Merger Agreement are incorporated by reference and are deemed to form part of these instructions and the terms and conditions of the Letter of Transmittal.

Exchange Agent:

If delivering by hand:

American Stock Transfer & Trust Company
Attn: Reorganization Department
59 Maiden Lane
New York, New York 10038

If delivering by mail or courier:

American Stock Transfer & Trust Company
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219