

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of January 5, 2000, by and among Wavetek Wandel Goltermann, Inc., a Delaware corporation (formerly Wavetek Corporation), Wavetek U.S. Inc., a Delaware corporation (Wavetek Wandel Goltermann, Inc. and Wavetek U.S. Inc. collectively "Assignors"), and Fluke Electronics Corporation, a Washington corporation ("Assignee").

RECITALS

A. Wavetek Wandel Goltermann, Inc., is the owner of the registered or unregistered trademarks and the trademark applications shown on the attached **Exhibit A** (the "Trademarks") and the goodwill of the business in connection therewith. Wavetek U.S. Inc. is a subsidiary of Wavetek Wandel Goltermann, Inc. and, prior to the date hereof, has been using the Trademarks and the goodwill of the business in connection therewith in the transaction of its business.

B. Pursuant to that certain Asset Purchase Agreement dated December 23, 1999 (the "Agreement"), Assignors agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignors all of Assignors' right, title and interest in and to all of the Trademarks and the goodwill of the business in connection therewith.

C. Pursuant to the Agreement, Assignors and Assignee have agreed to execute and deliver this Trademark Assignment for the purpose of transferring to Assignee all of Assignors' right, title and interest in and to the Trademarks and the goodwill of the business in connection therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignors do hereby sell, convey, assign, transfer and deliver unto Assignee, all of Assignors' right, title and interest in, to and under the Trademarks, together with the goodwill connected with the use of and symbolized by the Trademarks, and all of Assignors' right, title and interest in and to any and all claims and demands it may have, at law or in equity, for past infringement of said trademarks and/or registrations.

Assignors agree to execute any further papers and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Trademarks in Assignee. If Assignee is unable, after reasonable effort, to secure Assignors' signatures on any further papers necessary to do so, Assignors hereby designate Assignee as its agent and attorney-in-fact, to act for and in its stead to execute and file any such papers and to do all other lawfully permitted acts to accomplish such purpose with the same legal force and effect as if done by Assignors.

In the event of any conflict or inconsistency between the terms, provisions and conditions of this Trademark Assignment and the Agreement, the terms, provisions and conditions of the Agreement shall govern.

[signatures on following page]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment to be duly executed in a manner appropriate thereto as of the date first above written.

ASSIGNORS:

WAVETEK WANDEL GOLTERMANN, INC.

By: _____
Name: _____
Title: _____

WAVETEK U.S. INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

FLUKE ELECTRONICS CORPORATION

By: Daniel L. Comas
Name: Daniel L. Comas
Title: Vice President

IN WITNESS WHEREOF, Assignors and Assignee have caused this Trademark Assignment to be duly executed in a manner appropriate thereto as of the date first above written.

ASSIGNORS:

WAVETEK WANDEL GOLTERMANN, INC.

By: [Signature]
Name: Peter M Wagner
Title: President & CEO

WAVETEK U.S. INC.

By: [Signature]
Name: Peter M Wagner
Title: President & CEO

ASSIGNEE:

FLUKE ELECTRONICS CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT A

<u>Registration No.</u>	<u>Country</u>	<u>Mark Description</u>	<u>Registered Date</u>	<u>Expiration</u>
2,267,854	U.S.	Multimeter dial/display screen	8/3/99	8/3/09
2,267,855	U.S.	Multimeter dial/display screen	8/3/99	8/3/09
RML/DXC/8975	U.K.	Word mark - DIGI GLO	Filed 9/9/98	
TMA515,669	Canada	DIGI-GLO	8/27/99	Renewable every 15 years
75-325989	U.S.	Design of multimeter	Filed 7/17/97	
75-327042	U.S.	Design of multimeter	Filed 7/18/97	
75-454304	U.S.	DIGI-GLO	Filed 3/20/98	