

REC

05-21-2003

Docket No.:

TF



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To the Honorable Commissioner of Patents and Trademarks 102453669

ed original documents or copy thereof.

1. Name of conveying party(ies):

MTS Systems Corporation
14000 Technology Drive
Eden Prairie, MN 55347

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

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

3. Nature of conveyance:

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

Execution Date: April 11, 2003

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

Name: Parker-Hannifin Corporation

Internal Address:

Street Address: 6035 Parkland Blvd.

City: Cleveland State: OH ZIP: 44124

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State
☐ 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)

B. Trademark Registration No.(s)

2,251,246 2,363,863 2,348,146
2,251,247 2,244,751
1,931,469 2,317,796

Additional numbers

☐ Yes ☒ No

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

Name: Joseph J. Pophal, Esq.

Internal Address:

Parker-Hannifin Corporation

Street Address: 6035 Parkland Blvd.

City: Cleveland State: OH ZIP: 44124

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41): \$ 190.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 16-0325

05/20/2003 ECOOPER 00000230 160325 2251246

DO NOT USE THIS SPACE

01 FC:0521 40.00 CH
02 FC:0522 150.00 CH

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.

Joseph J. Pophal, Esq.

Name of Person Signing

Joseph J. Pophal

Signature

May 7, 2003

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002736 FRAME: 0454

ASSIGNMENT OF TRADEMARKS

This Assignment and Assumption of Trademarks (the "Assignment") is executed as of April 11, 2003 by MTS Systems Corporation, a Minnesota corporation (the "Assignor") in favor of Parker-Hannifin Corporation, an Ohio corporation (the "Assignee").

Assignor, as part of its sale of assets to Assignee under the Asset Purchase Agreement, dated as of the date hereof, between Assignor and Assignee (the "Asset Purchase Agreement"), hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the trademarks listed on Schedule A, attached hereto and incorporated herein by reference, together with all of the goodwill of the business symbolized by the marks, and with the right to recover and collect damages for past infringement, if any.

This Assignment of Trademarks is delivered pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and between Assignor and Assignee (the "Asset Purchase Agreement") and is subject to the representations, warranties and covenants provided for therein. Notwithstanding anything to the contrary contained in this Assignment of Trademarks, nothing contained herein shall be deemed to limit, restrict or modify in any manner the rights and obligations of the parties under the Asset Purchase Agreement, and if any of the provisions of this Assignment of Trademarks are inconsistent with the provisions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Assignment of Trademarks may be executed in any number of counterparts, each of which when executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery may be evidenced by facsimile.

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be signed in their names by their duly authorized agents this 11th day of April, 2003.

MTS SYSTEMS CORPORATION

a Minnesota corporation

By: 

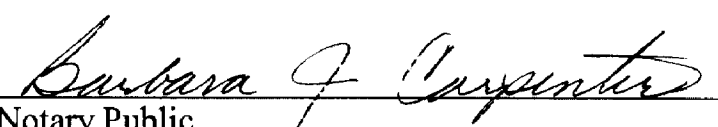
Its: Chairman, President & Chief Executive Officer

STATE OF MINNESOTA)

) ss:

COUNTY OF HENNEPIN)

On the 11th day of April, 2003, personally appeared before me, Sidney W. Emery, Jr. who stated that he is the Chairman, President & Chief Executive Officer of MTS Systems Corporation, and acknowledged that he executed the above instrument as the act and deed of MTS Systems Corporation, for the purposes therein set forth.


Notary Public



[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

SCHEDULE A

List of Trademarks

Registered Trademarks:

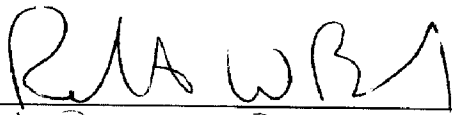
CapBlok® (U.S. 2,251,246, June 8, 1999)
DriveBlok® (U.S. 2,251,247, June 8, 1999)
FLX Series® (U.S. 1,931,469, October 31, 1995)
IndexBlok® (U.S. 2,363,863, July 4, 2000)
PowerBlok® (U.S. 2,244,751, May 11, 1999)
ServoBlok® (U.S. 2,317,796, February 15, 2000)
WinControl® (U.S. 2,348,146, May 9, 2000)

Common Law Trademarks:

Custom Servo Motors (abandoned)
Servo SelectorSM
SensorlessServoTM
ServoExpressTM
ServoFlexTM
SpindleBlokTM
MaxPlusTM
MotionPlusTM
MP-FLXTM

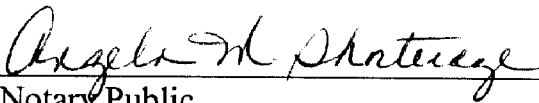
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be signed in their names by their duly authorized agents this 11th day of April, 2003.

PARKER-HANNIFIN CORPORATION
an Ohio corporation

By: 
Its: VICEPRESIDENT, President Automation Group

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On the 10th day of April, 2003, personally appeared before me, Robert W. Brum, who stated that he is the V.P. President Automation Group of Parker-Hannifin Corporation and acknowledged that he executed the above instrument as the act and deed of Parker-Hannifin Corporation, for the purposes therein set forth.


Notary Public

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]