

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/29/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fluke Electronics Corporation		04/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fluke Corporation
Street Address:	6920 Seaway Boulevard
City:	Everett
State/Country:	WASHINGTON
Postal Code:	98203
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78310427	SMARTTONE

CORRESPONDENCE DATA

Fax Number: (954)463-2030
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 954-468-7879
 Email: don.showalter@hklaw.com
 Correspondent Name: Donald S. Showalter
 Address Line 1: One East Broward Boulevard
 Address Line 2: Suite 1300
 Address Line 4: Fort Lauderdale, FLORIDA 33301

NAME OF SUBMITTER:	Donald S. Showalter
Signature:	/Donald S. Showalter/
Date:	04/08/2005

CH \$40.00 78310427

Total Attachments: 2

source=smaritone__Apr_08_2005_14_09_21_929#page1.tif

source=smaritone__Apr_08_2005_14_09_21_929#page2.tif

NUNC PRO TUNC
TRADEMARK ASSIGNMENT

WHEREAS, Fluke Electronics Corporation, a Delaware corporation, whose business address is 6920 Seaway Boulevard, Everett, Washington 98203 (hereinafter "Assignor"), is the owner of the trademark SMARTTONE (the "Mark"), U.S. trademark application number 78/310427 (the "Application"); and

WHEREAS, Fluke Corporation, a Washington corporation, whose business address is 6920 Seaway Boulevard, Everett, Washington 98203 ("Assignee"), is desirous of obtaining the entire right, title and interest in, to and under the said Mark and Application; and


NOW, THEREFORE, in consideration of the sum of One U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which are hereby mutually acknowledged, Assignor has and does hereby irrevocably sell, assign, transfer and convey unto Assignee, its successors and assigns, *nunc pro tunc* effective as of May 29, 2004 (the "Effective Date"), all right, title and interest in and to: (a) the Mark, (b) the Application, (c) the Registration, (d) any and all common law rights held by Assignor in, to and under the Mark, (d) all goodwill of the business symbolized by the Mark, (e) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks and/or the goodwill under the Mark, and (f) any and all claims or causes of action Assignor has or may have in connection with the Mark, including, but not limited to, the right to sue and recover damages for any and all past infringements of the Mark and any Registrations thereof; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as same would have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor represents and warrants that its undersigned representative is duly authorized to execute and deliver this instrument on its behalf.

This instrument and the assignment effectuated hereunder are effective as of the Effective Date.

ASSIGNOR:

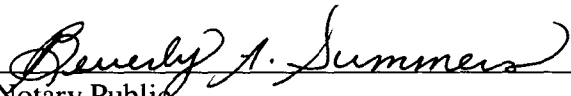
FLUKE ELECTRONICS CORPORATION

By: 
Richard A. Koske
Intellectual Property Counsel

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) SS:

I HEREBY certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard A. Koske of Fluke Electronics Corporation, its Intellectual Property Counsel, who is personally known to me.

WITNESSETH my hand and official seal in the County and State last aforesaid this 1st day of April, 2005.


Notary Public,
State of Washington
My commission expires: 5/20/07

2699970_v1