

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	01/01/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Measurement Computing Corporation		01/01/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	National Instruments Corporation
Street Address:	11500 North Mopac Expressway
City:	Austin
State/Country:	TEXAS
Postal Code:	78759
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2625695	SOFTWIRE
Registration Number:	2503654	SOFTWIRE 100101
Registration Number:	2703069	SOFTWIRE IS TO PROGRAMMING WHAT THE BROWSER WAS TO THE WEB
Registration Number:	2754214	HARSH ENVIRONMENT WARRANTY
Registration Number:	2973175	PERSONAL MEASUREMENT DEVICE
Registration Number:	3039120	TRACERDAQ

**CORRESPONDENCE DATA**

Fax Number: (512)473-2555  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (512) 473-2550  
 Email: wctrademarkaustin@counselip.com  
 Correspondent Name: William D. Raman, Esq.

CH \$165.00 2625695

Address Line 1: P.O. Box 685108  
Address Line 4: Austin, TEXAS 78768-5108

ATTORNEY DOCKET NUMBER:	183-0257US
NAME OF SUBMITTER:	Grace Jennings, Trademark Administrator
Signature:	/gj/
Date:	02/07/2006

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT**  
**by and among**  
**MEASUREMENT COMPUTING CORPORATION a Delaware Corporation**  
**and**  
**NATIONAL INSTRUMENTS CORPORATION, a Delaware Corporation**  
**Dated January 1, 2006**

THIS INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into this 1st day of January 2006, by and among MEASUREMENT COMPUTING CORPORATION, a Delaware corporation ("MCC") and NATIONAL INSTRUMENTS CORPORATION, a Delaware corporation ("NIC").

**WHEREAS:**

- A. MCC is a wholly owned subsidiary of NIC.
- B. MCC and NIC have agreed that MCC shall transfer and that NIC shall acquire the Intellectual Property Assets of MCC upon the terms and subject to the conditions hereinafter set forth. Notwithstanding anything in this Agreement to the contrary, the Intellectual Property Assets shall specifically not include the assets associated with the Excluded Assets (as defined hereinafter).
- C. MCC and NIC acknowledge that the Excluded Assets of MCC will be retained by MCC.

**NOW IT IS HEREBY AGREED** by and between MCC and NIC in consideration of the payment by NIC of good and valuable consideration (the receipt of which is hereby acknowledged) as follows:

**1 INTERPRETATION**

1.1 In this agreement:

- 1.1.1 the following words and expressions have the following meanings, unless they are inconsistent with the context:

"Effective Date" midnight on the January 1, 2006;

"Excluded Assets" all of the assets of MCC including without limitation all fixtures and fittings, plant and equipment, stocks, raw materials, furniture, tools, vehicles, accounts receivable, contracts, purchase orders, goodwill not related to the Intellectual Property Assets, the Retained Licenses (as defined hereinafter), and all other assets, rights and properties of MCC whatsoever used in connection with the business of MCC and existing as at the Effective Date.

“Intellectual Property Assets” means all intellectual property rights owned or licensed (as licensor or licensee) by MCC or in which MCC has a proprietary interest, including:

- (i) Seller's name, all assumed names, trade names, registered and unregistered trademarks, service marks, applications and such associated goodwill, including without limitation the Marks listed on Schedule A attached hereto (the “MCC Trademarks”);
- (ii) all patents, patent applications and inventions and discoveries that may be patentable, including without limitation the Patents listed on Schedule B attached hereto; and
- (iii) all registered and unregistered copyrights in both published works and unpublished works.

1.2 except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender includes all genders; words denoting persons include firms and corporations and vice versa;

1.3 unless otherwise stated, a reference to a clause or sub-clause is a reference to a clause or a sub-clause of this agreement;

1.4 clause headings are for ease of reference only and do not affect the construction of this agreement.

## **2 TRANSFER OF THE IP**

2.1 MCC shall retain a non-exclusive, worldwide royalty-free right to (i) manufacture, distribute and sell TestPoint (through any channels of distribution) in object code only and (ii) use the trademarks associated with TestPoint when distributing and selling the product. MCC shall also retain a non-exclusive, worldwide royalty-free right (i) to develop, manufacture, distribute and sell (through any channels of distribution) customized versions of hardware products and use the MCC Trademarks associated with the particular hardware products when distributing and selling the customized versions of the products (the “Retained Licenses”).

2.2 In consideration of the payment by NIC of cash in an amount equal to the net book value of the Intellectual Property Assets on the Effective Date, the performance of the obligations as set out in Clause 3 by NIC, MCC shall transfer and NIC shall acquire with effect from the Effective Date all the Intellectual Property Assets, subject to the Retained Licenses and MCC hereby transfers to NIC, as of the Effective Date, all of MCC's right, title and interest in the Intellectual Property Assets, subject to the Retained Licenses.

**3 ASSUMPTION OF LIABILITIES AND CONTRACTUAL OBLIGATIONS**

NIC shall assume, perform, observe and duly discharge all obligations arising on or after the Effective Date in respect to the Intellectual Property Assets.

**4 COMPLETION AND CONDITIONS**

Completion of the transfer of the Intellectual Property Assets shall take place on the Effective Date when the following shall take place:-

- 4.1 MCC shall deliver to NIC such of the Intellectual Property Assets capable of passing by delivery and shall allow NIC to take possession of all of the Intellectual Property Assets;
- 4.2 MCC shall execute and deliver to NIC all instruments of transfer of title necessary or desirable for the transfer of all MCC's rights, title and interest in the Intellectual Property Assets.
- 4.3 MCC shall immediately upon exchange of this agreement cause to be delivered or (if so requested by NIC) made available to NIC all its records and information relating to the Intellectual Property Assets.

**5 TITLE**

- 5.1 NIC shall accept such title as MCC has to the Intellectual Property Assets.

**6 FURTHER ASSURANCE**

MCC and NIC shall do and sign or execute or procure to be done, signed or executed all such other acts, deeds, documents and things as may be necessary or desirable to vest the Intellectual Property Assets in NIC and to give NIC the full benefit thereof.

**7 MISCELLANEOUS PROVISIONS**

- 7.1 This Agreement shall be binding upon and inure for the benefit of the successors of the parties and may be assigned in whole or in part.
- 7.2 The Parties agree to procure all consents, approvals and clearances which may be required for the purpose of the performance of their obligations under this Agreement.
- 7.3 The provisions of this Agreement insofar as the same shall not have been performed at Completion shall remain in full force and effect notwithstanding Completion.
- 7.4 This Agreement is subject to and shall be governed by and construed in accordance with the laws of Texas, without reference to the conflict of law rules

of Texas, and the parties hereto submit to the non-exclusive jurisdiction of the federal and state courts sitting within the State of Texas.

7.5 This Agreement may be executed in two counterparts which taken together shall constitute one of the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by a duly authorized officer on the date first above written.

**NATIONAL INSTRUMENTS  
CORPORATION**

By:  \_\_\_\_\_

Name: Alexander Davern

Title: CFO & Senior Vice President

**MEASUREMENT COMPUTING  
CORPORATION**

By:  \_\_\_\_\_

Name: James J. Truchard

Title: President

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**NATIONAL INSTRUMENTS  
CORPORATION**

By: 

Name: Alexander Davern

Title: CFO & Senior Vice President

**MEASUREMENT COMPUTING  
CORPORATION**

By: 

Name: James J. Truchard

Title: President

TRADEMARK

REEL: 003242 FRAME: 0104

Schedule A

<b>Mark</b>	<b>Registration No.</b>
<b>SOFTWARE</b>	<b>2,625,695</b>
<b>SOFTWARE 100101 and Design</b>	<b>2,503,654</b>
<b>SOFTWARE IS TO PROGRAMMING WHAT THE BROWSER WAS TO THE WEB</b>	<b>2,703,069</b>
<b>HARSH ENVIRONMENT WARRANTY</b>	<b>2,754,214</b>
<b>PERSONAL MEASUREMENT DEVICE</b>	<b>2,973,175</b>
<b>TRACERDAQ</b>	<b>3,039,120</b>