

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:	12/31/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NICEC, INC.		12/31/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	NATIONAL INSTRUMENTS CORPORATION
Street Address:	11500 North Mopac Expressway
Internal Address:	Building B
City:	Austin
State/Country:	TEXAS
Postal Code:	78759
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2916039	TESTPOINT

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

ATTORNEY DOCKET NUMBER:	183-0268US
NAME OF SUBMITTER:	Grace Jennings, Trademark Administrator
Signature:	/gj/

TRADEMARK

CH \$40.00 2916039

Date:

02/07/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT
by and among
NICEC, INC. a Texas Corporation
and
NATIONAL INSTRUMENTS CORPORATION, a Delaware Corporation
Dated December 31, 2005

THIS INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into this 31st day of December 2005, by and among NICEC, INC. a Texas corporation ("NICEC") and NATIONAL INSTRUMENTS CORPORATION, a Delaware corporation ("NIC").

WHEREAS:

- A. NICEC is a wholly owned subsidiary of NIC.
- B. NICEC and NIC have agreed that NICEC shall transfer and that NIC shall acquire the Intellectual Property Assets of NICEC 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. NICEC and NIC acknowledge that the Excluded Assets of NICEC will be conveyed to Measurement Computing Corporation.

NOW IT IS HEREBY AGREED by and between NICEC 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 December 31st, 2005;

"Excluded Assets" all of the assets of NICEC 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 License (as defined hereinafter), and all other assets, rights and properties of NICEC whatsoever used in connection with the business of NICEC and existing as at the Effective Date.

“Intellectual Property Assets” means all intellectual property rights owned or licensed (as licensor or licensee) by NICEC or in which NICEC 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 the Schedule attached hereto;
- (ii) all patents, patent applications and inventions and discoveries that may be patentable;
- (iii) all registered and unregistered copyrights in both published works and unpublished works, including without limitation the Copyrights listed on the Schedule attached hereto.

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 NICEC shall retain a non-exclusive, worldwide, royalty-free right to (i) manufacture, distribute and sell TestPoint (through any channel of distribution) in object code only and (ii) use the trademarks associated with TestPoint when distributing and selling the product (the “Retained License”).

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, NICEC shall transfer and NIC shall acquire with effect from the Effective Date all the Intellectual Property Assets, subject to the Retained License and NICEC hereby transfers to NIC, as of the Effective Date, all of NICEC’s right, title and interest in the Intellectual Property Assets, subject to the Retained License.

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 NICEC 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 NICEC shall execute and deliver to NIC all instruments of transfer of title necessary or desirable for the transfer of all NICEC's rights, title and interest in the Intellectual Property Assets.
- 4.3 NICEC 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 NICEC has to the Intellectual Property Assets.

6 FURTHER ASSURANCE

NICEC 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

NICEC, INC.

By: 

Name: James J. Truchard

Title: President

SCHEDULE

Marks

1. TestPoint
2. webDAQ/100
3. PC<->488 and PCI<->488 as they appear on the silk-screen logos of the GPIB boards
4. The "CEC" logo, as it appears on letterhead and sales literature

NOTE: The TestPoint trademark's U.S. Patent & Trademark Office Registration number is 2916039. All other marks are common law trademarks.

Copyrights

1. TestPoint software manuals (Printed and electronic PDF format:
TestPoint "Getting Started" (current version printed manual)
TestPoint "Quick Start" (now provided in PDF)
TestPoint "Techniques & Reference" (now provided in PDF)
TestPoint Internet Toolkit manual
TestPoint Database Toolkit manual
TestPoint SPC Toolkit manual
2. IEEE-488 driver software manuals
3. TestPoint software- CDROMs and floppy disks (toolkits are on floppy)
4. TestPoint software source code- copyrighted and trade secret (no outside disclosures)
5. IEEE-488 driver software- floppy disks
6. IEEE-488 driver software source code- copyright and trade secret
7. WebDAQ/100 documentation (mostly HTML on CDROM and in product ROM)
8. WebDAQ/100 firmware- in ROM binary format within product
9. WebDAQ/100 source code- copyrighted and trade secret

All copyrights are marked on the media and in content (such as source code comments). None are federally registered.