

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Viola Networks Ltd.		06/07/2008	CORPORATION: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fluke Electronics Corporation		
<b>Street Address:</b>	6920 Seaway Boulevard		
<b>City:</b>	Everett		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98203		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2354650	NETALLY	
Registration Number:	2579952	NETALLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Julianne A. Henley		
<b>Address Line 1:</b>	1201 Third Avenue		
<b>Address Line 2:</b>	Suite 4800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	25445-4000.0000.GX131		
<b>NAME OF SUBMITTER:</b>	Julianne A. Henley		
<b>Signature:</b>	/Julianne A. Henley/		

**CH \$65.00 2354650**

Date:

10/21/2008

**Total Attachments: 2**

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source=Schedule of Trademarks Assigned by Viola Networks#page1.tif

**ASSIGNMENT AND BILL OF SALE**

This Assignment and Bill of Sale dated as of 17th June 2008, by and among:

1. **VIOLA NETWORKS LTD.**, a company incorporated under the laws of the State of Israel, of 14, Tarshish Street, Business and Industrial Park, Caesarea, 38900, Israel (the "Seller"), represented by Mr. Yair Eshcoly, Israeli Identity Number 055720395, in his capacity as the court appointed Receiver of the Company (the "Receiver"); and
2. **FLUKE ELECTRONICS CORPORATION**, a corporation incorporated in accordance with the laws of the State of Delaware, USA, with its principal place of business at 6920 Seaway Boulevard, Everett, Washington 98203 (the "Purchaser")

is entered into pursuant to the Asset Purchase Agreement dated 18<sup>th</sup> March 2008, (the "Asset Purchase Agreement") between the Seller and Purchaser. Capitalised terms not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and subject to the terms and conditions of this Assignment and Bill of Sale, the Seller hereby grants, sells, conveys, assigns, and transfers to the Purchaser and the Purchaser hereby acquires and accepts all of the Acquired Assets as set forth in the Asset Purchase Agreement on the terms and conditions set forth in the Asset Purchase Agreement.

The provisions of this Assignment and Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto, their subsidiaries, affiliates, legal representatives, heirs, successors, and assigns.

In the event of any inconsistency between this Assignment and Bill of Sale and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

IN WITNESS WHEREOF, the Purchaser and the Seller have caused their duly authorized officers to execute this Assignment and Bill of Sale as of the date first written above.

**VIOLA NETWORKS LTD.**

By: \_\_\_\_\_  
Name: Yair Eshcoly Adv.  
Title: Receiver

**FLUKE ELECTRONICS CORPORATION**

By: \_\_\_\_\_  
Name: PAUL CARABIER  
Title: VICE PRESIDENT

SCHEDULE 5.5.1(a)  
TRADEMARKS  
AND TRADEMARK APPLICATIONS

Trademarks			
Mark	Owner	Registration Number	Reg. date
NetAlly (stylized)	Viola Networks Ltd.	2354650	6-Jun-2000
NETALLY (word mark)	Omegon Networks Ltd.	2579952	11-Jun-2002

Trademark Applications: None