

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fluke Corporation		04/16/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Standard Imaging, Inc.		
Street Address:	3120 Deming Way		
City:	Middleton		
State/Country:	WISCONSIN		
Postal Code:	53562		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76362424	THEBES	
CORRESPONDENCE DATA			
Fax Number:	(608)831-2202		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	608-831-0025		
Email:	ed@standardimaging.com		
Correspondent Name:	Ed Neumueller		
Address Line 1:	3120 Deming Way		
Address Line 4:	Middleton, WISCONSIN 53562		
NAME OF SUBMITTER:		Ed Neumueller	
Signature:		/Ed Neumueller/	
Date:		04/22/2010	
<p>Total Attachments: 2 source=Trademark Assignment#page 1.tif</p>			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made this 16th day of April, 2010, by and between Fluke Corporation, a Washington corporation ("Fluke"), and Standard Imaging, Inc., a Wisconsin corporation ("Assignee").

Assignee is acquiring from Fluke Electronics Corporation ("FEC"), a subsidiary of Fluke, certain of the assets and properties of and related to the Fluke Biomedical THEBES® II Therapy Beam Evaluation System. Fluke is willing to transfer to Assignee, and Assignee desires to obtain, all of Fluke's right title and interest to the trademark "THEBES," upon the terms and subject to the conditions hereinafter set forth.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fluke and Assignee agree as follows:

1. Assignment of Trademark/Technology Rights. Fluke does hereby, assign and transfer to Assignee, all of Fluke's right, title, and interest in and to the common law rights, and registrations in and for the trademark "THEBES" having U.S. Trademark registration number 2739698 and serial number 76362424 (the "Trademark"), including the right to sue for and collect damages for infringements and past infringements thereof, together with the goodwill appurtenant thereto.

2. Assignment Documentation. Fluke agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all right, title and interest in and to the Trademark to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment.

3. Consideration. In consideration for this assignment, Assignee shall pay Fluke U.S. \$5,000, which shall be paid at the Closing of Assignee's purchase of the Fluke Biomedical THEBES® II Therapy Beam Evaluation System, and pursuant to the same terms and conditions of Closing as set forth in the Asset Purchase Agreement between Assignee and FEC.

4. Representations and Warranties of Ownership. Fluke represents that it owns the Trademark free and clear of all liens, claims or encumbrances of any third party, that the Trademark has been duly registered with the United States Patent and Trademark Office, and that Fluke has the sole and exclusive right, to use, sell or transfer the Trademark free and clear of any mortgages, liens, encumbrances, equities, licenses, claims, and obligations to other persons of whatever kind and character.

5. Miscellaneous.

(a) Governing Law. The parties agree that all questions pertaining to the validity and interpretation of this Agreement will be determined in accordance with the laws of

the State of Washington, including all matters of construction, validity, performance and enforcement, without giving effect to principles of conflict of laws.

(b) Amendments and Waivers. This Agreement represents the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended only with the written consent of the parties to this Agreement, or the successors or assigns of the foregoing, and no oral waiver or amendment will be effective under any circumstances whatsoever.

(c) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the unenforceable provision will be excluded from this Agreement and the balance of this Agreement will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

FLUKE CORPORATION

By: *James M. Rupp*
James M. Rupp, General Counsel
and Assistant Secretary

STANDARD IMAGING, INC.

By: *Ed Neumueller*
Ed Neumueller, President

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 16th day of April 2010, personally appeared before me James M. Rupp to me known to be the General Counsel and Assistant Secretary of Fluke Corporation and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of Fluke Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed by official seal the day and year first above written.



Sandra K. Darling
Notary Public in and for the state of
Washington, Residing at *EVERETT, WA*.
My Commission expires *1-29-14*