

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
LDS Test & Measurement, LLC		12/20/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hottinger Baldwin Messtechnik GmbH		
<b>Street Address:</b>	Im Tiefen See 45		
<b>City:</b>	Darmstadt		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	64293		
<b>Entity Type:</b>	CORPORATION: GERMANY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1992947	MEGADAC	
<b>Registration Number:</b>	2621597	ODYSSEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)955-8685		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617.239.0419		
<b>Email:</b>	trademark@eapdlaw.com		
<b>Correspondent Name:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 1:</b>	PO BOX 130		
<b>Address Line 2:</b>	FDR Station		
<b>Address Line 4:</b>	New York, NEW YORK 10150		
<b>ATTORNEY DOCKET NUMBER:</b>	213562-0023		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Edwards Angell Palmer & Dodge LLP		

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**900180578**

**TRADEMARK**  
**REEL: 004447 FRAME: 0743**

Address Line 1: PO BOX 130  
Address Line 2: FDR Station  
Address Line 4: New York, NEW YORK 10150

NAME OF SUBMITTER:	Patrick J. Concannon
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Signature:	/pjc/
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Date:	01/06/2011
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**Total Attachments: 4**  
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source=Trademark assignment MEGADAQ and ODESSEY dec10#page4.tif

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is executed December 20, 2010, by **LDS Test & Measurement LLC**, a Delaware limited liability company ("LDS LLC") ("Assignor") for the benefit of **Hottinger Baldwin Messtechnik GmbH**, a German corporation ("HBM GmbH") ("Assignee").

WHEREAS, Assignor has used and is using the trademarks identified on Schedule A and is the owner of the trademark registrations identified on Schedule A (the "Marks"), including the goodwill of the business connected with the use of, and symbolized by, the Marks.

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, including any and all federal applications and registrations therefor.

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof, pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets, including: (a) all right, title and interest in and to the Marks and (b) the goodwill of the business associated with the Marks.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, the entire right, title and interest in and to the Marks, including the goodwill of the business connected with the use of, and symbolized by, the Marks, free and clear of any and all liens, security interests, and other encumbrances.

Assignor shall, at its own expense, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the patents and patent applications listed on the attached Schedule A, and shall not enter into any agreement in conflict with this Assignment.

Assignor represents and warrants that it is duly authorized and has legal capacity to execute and deliver this Assignment, and that the execution and delivery of the Assignment and the performance of Assignor's obligations hereunder have been duly authorized and that the Assignment is a valid and legal agreement binding on the respective Assignor and enforceable in accordance with its terms.

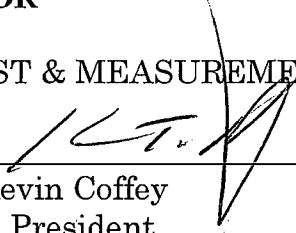
This Agreement, and the performance of the parties hereto, shall be construed and governed according to the internal laws of the State of Delaware and the federal laws of the United States of America, without regard to the principles of conflicts or choice of laws thereof that would give rise to the application of the domestic substantive laws of another jurisdiction.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by a duly authorized corporate officer as of this 20<sup>TH</sup> day of DECEMBER, 2010.

**ASSIGNOR**

LDS TEST & MEASUREMENT LLC

By:   
Name: Kevin Coffey  
Title: President

**ASSIGNEE**

HOTTINGER BALDWIN MESSTECHNIK GMBH

By: \_\_\_\_\_  
Name: Andreas Hüllhorst  
Title: Managing Director

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by a duly authorized corporate officer as of this \_\_\_\_ day of \_\_\_\_\_, 2010.

**ASSIGNOR**

LDS TEST & MEASUREMENT LLC

By: \_\_\_\_\_  
Name: Kevin Coffey  
Title: President

**ASSIGNEE**

HOTTINGER BALDWIN MESSTECHNIK GMBH

By: \_\_\_\_\_  
Name: Andreas Hüllhorst  
Title: Managing Director

**SCHEDULE A**

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
United States	MEGADAC	Registered	74/682,496	31-May-1995	1,992,947	13-Aug-1996
United States	ODYSSEY	Registered	75/100,924	01-May-1996	2,621,597	17-Sep-2002