

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 Precision Measurement Limited		12/16/2011	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Fluke Electronics Corporation		
Street Address:	9028 Evergreen Way		
City:	Everett		
State/Country:	WASHINGTON		
Postal Code:	98204		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78192326	HAWK I.R.	
Serial Number:	78421215	CLIRVU	
Serial Number:	78632212	ILLUMINATE-IR	
Serial Number:	78634201	REFLECT-IR	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	205-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Makalika D. Naholowaa, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	25445.4000.0000.GX197		

OP \$1115.00 78192326

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**TRADEMARK
 REEL: 004782 FRAME: 0813**

NAME OF SUBMITTER:	Makalika Naholowaa, Attorney of Record
Signature:	/Makalika Naholowaa/
Date:	05/17/2012
Total Attachments: 6 source=Fluke Precision to Fluke Electronics#page1.tif source=Fluke Precision to Fluke Electronics#page2.tif source=Fluke Precision to Fluke Electronics#page3.tif source=Fluke Precision to Fluke Electronics#page4.tif source=Fluke Precision to Fluke Electronics#page5.tif source=Fluke Precision to Fluke Electronics#page6.tif	

DEED OF ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS

between

FLUKE PRECISION MEASUREMENT LIMITED

and

FLUKE ELECTRONICS CORPORATION

DEED OF ASSIGNMENT DATED: 16 December 2011 between:-

- (1) **FLUKE PRECISION MEASUREMENT LIMITED**, a company incorporated under the Companies Acts (registered number 01410123) and having its registered office at 62 Hurricane Way, Norwich Airport, Norwich NR6 6JB ("FPM"); and
- (2) **FLUKE ELECTRONICS CORPORATION**, a Delaware Corporation with company number 3466178 whose address for service is 9029 Evergreen Way, Everett, WA 98204, United States of America ("FEC").

WHEREAS:-

- (A) The parties wish to undertake an assignment of any and all intellectual property rights relating to the manufacture of the Products (as defined below) of FPM to FEC;
- (B) FPM has agreed to assign the Intellectual Property Rights (as defined below) to FEC in accordance with this Agreement.

NOW THEREFORE it is hereby agreed as follows:-

1. Definitions

- 1.1 Unless the context otherwise provides, the words and expressions used in this Agreement shall have the following meanings:-

"Effective Date" means midnight London time on 31 December 2010;

"Intellectual Property" means any and all intellectual property or industrial rights of any description anywhere in the world including without limitation to the foregoing generally any patents, trade marks, domain names, registered designs, copyright including without limitation to the foregoing generally rights in computer software, object and source code, rights in the nature of copyright, database rights, semi-conductor topography rights, unregistered design rights, rights in and to trade names, business names, product names and logos, inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information and any analogous or similar right in any jurisdiction (whether any such rights referred to in the definition are registered, unregistered, registerable or not and any applications or rights to apply for registration of any of them, any and all divisions and continuations of said applications and the right to claim priority from any of the applications together with any registered rights resulting from any such applications, or rights to apply for registration);

"Intellectual Property Rights" means any and all Intellectual Property owned by FPM or to which FPM is legally entitled anywhere in the world, which is required for, used in, or which is material to the manufacture of the Products, including but not limited to the Registered IPR;

"Products" has the meaning as set out in the Asset Transfer Agreement between FPM and FEC of an even date herewith;

"Registered IPR"	means the patents set out in the Schedule, including all corresponding divisionals, continuations, continuations-in-part, or foreign equivalents, or any patents claiming priority thereto, and the trade marks set out in the Schedule; and
"Schedule"	means the schedule which is annexed to and forms part of this Agreement.

- 1.2 In this Agreement (except where the context otherwise requires):
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 the clause headings are for reference only and shall not affect the construction or interpretation of this Agreement; and
 - 1.2.3 any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having a separate legal personality.

2. Assignment

- 2.1 FPM, as legal and beneficial owner free from all liens, charges and encumbrances hereby absolutely with effect from the Effective Date:
- 2.1.1 assigns and transfers to FEC, FPM's whole right, title and interest past, present and future in and to the Intellectual Property Rights including without limitation, any and all goodwill attached to the Intellectual Property Rights;
 - 2.1.2 assigns to FEC, the rights, powers, privileges and immunities conferred on the proprietor of the Intellectual Property Rights and all rights of action, actual or contingent in respect of any past, existing or future infringements of the Intellectual Property Rights; and
 - 2.1.3 irrevocably waives in favour of FEC any and all Moral Rights as defined in Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights under any other jurisdiction, FPM may have in the Intellectual Property Rights in so far as FPM may lawfully do so.

3. Further Assurances

- 3.1 FPM hereby authorises and requests (if and where appropriate) any official of any country whose duty it is to register Intellectual Property (or other evidence or forms for industrial and/or Intellectual Property protection including applications for registration) on application being made by FEC pursuant to this Agreement, to register the transfer of Intellectual Property Rights and to issue evidence of the same to FEC and its successors and assignees.
- 3.2 FPM shall do or shall procure that there shall be done all acts, assurances and things, shall execute or shall procure execution of such assignments, forms, authorisations, documents and deeds and shall make, swear, or procure that there shall be made or sworn any declaration or oath as may be required to give the full benefit of this Agreement to FEC.
- 3.3 FPM hereby irrevocably appoints FEC to be the attorney of FPM with power on FPM's behalf to do all such acts, assurances and things, execute all such assignments, forms, authorisation documents and deeds and make or swear any declaration or oath as FPM ought to do, execute, make or swear hereunder and generally to use the name of FPM as may be required to give the full benefit of this Agreement to FEC and to allow FEC to pursue any claim relating to the Intellectual Property Rights in the name of FPM and to delegate all or any of the powers conferred on it by this Clause 3.3 to any person or persons as FEC may in FEC's absolute discretion think fit.

4. Counterpart Clause

This Agreement may consist of a number of copies, each signed by one party to this Agreement. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the Agreement.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

EXECUTED and DELIVERED as a DEED by FLUKE PRECISION MEASUREMENT

LIMITED acting by one of its directors before the witness signing below:

..... ONANUO.....	Witness	..... [Signature].....	Director
..... OULLIAN VANEVA.....	Full name	..... DAVID COOPER.....	Full name
..... 15 MORRISON CLOSE.....	Address		
..... BLOFIELD NORWICH NR13 4ZA			

EXECUTED and DELIVERED as a DEED by FLUKE ELECTRONICS CORPORATION

acting by an authorised signatory before the witness signing below:

.....	Witness	.....	Authorised Signatory
.....	Full name	.....	Full name
.....	Address	.....	Title
.....			

4. Counterpart Clause

This Agreement may consist of a number of copies, each signed by one party to this Agreement. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of this Agreement.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

EXECUTED and DELIVERED as a DEED by FLUKE PRECISION MEASUREMENT

LIMITED acting by one of its directors before the witness signing below:

..... Witness Director
..... Full name Full name
..... Address
.....

EXECUTED and DELIVERED as a DEED by FLUKE ELECTRONICS CORPORATION

acting by an authorised signatory before the witness signing below:

..... Witness Authorised Signatory
..... Full name Full name
..... Address Title
..... WASHINGTON DC 20037

This is the Schedule referred to in the foregoing Deed of Assignment of Intellectual Property Rights by
Fluke Precision Measurement Limited in favour of Fluke Electronics Corporation

SCHEDULE

Registered IPR

Patents

Publication No	Application No	Title	Filing date	Reg. date
US7079334	US10/766356	Infrared sight glass for aftermarket fitment	28 Jan 2004	18 Jul 2006
US7286309	US11/437390	Infrared sight glass for aftermarket fitment	19 May 2006	23 Oct 2007
EP1173651	EP00006512.9	Thermal window and method of fitment thereof	29 Feb 2000	17 Dec 2003
AT258813	AT20000906512T	Thermal window and method of fitment thereof	29 Feb 2000	-
AU2617100	AU20000026171D	Thermal window and method of fitment thereof	29 Feb 2000	-
WO0165046	WO2000GB09711	Thermal window and method of fitment thereof	29 Feb 2000	-

Trade Marks

Territory	Registration Number	Mark	Classes	Filing Date	Reg. date
United States	3091199	CLIRVU	09	19 May 2004	9 May 2006
United Kingdom	2192681	C.T.I CYCLOPS	09	24 Mar 1999	17 Sept 1999
United Kingdom	2379577	CTI RoofCAM	09	3 Dec 2004	3 Jun 2005
United Kingdom	2352668	HAWK I.R.	09	7 Jan 2004	4 Jun 2004