

## 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
Accustream, Inc.		12/31/2012	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Hypertherm, Inc.		
Street Address:	Etna Road, P.O. Box 5010		
City:	Hanover		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03755		
Entity Type:	CORPORATION: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2807991	ACCUSTREAM	
Registration Number:	3997080	DIALINE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-526-9600		
Email:	jmgomez@proskauer.com		
Correspondent Name:	Proskauer Rose LLP		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	ACC-601, ACC-602		
NAME OF SUBMITTER:	Gerald E. Worth		
Signature:	/Gerald E. Worth/		

Date:

09/12/2013

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment Agreement") is made this December ~~31~~<sup>31</sup>, 2012, by and between Accustream, Inc., a Minnesota S-corporation (the "Assignor") and Hypertherm, Inc., a New Hampshire corporation ("Assignee"). Capitalized words and terms used but not otherwise defined herein shall have the respective meanings given to them in the Asset Purchase Agreement dated as of December 21, 2012, by and among Assignor, Assignee and the other parties named therein (the "Agreement").

WHEREAS, Assignor holds all right, title and interest in and to certain intellectual property, including, but not limited to, (i) certain patents and/or patent applications identified in the attached Schedule A (the "Patents") and (ii) certain registered and unregistered trademarks, service marks and tradenames identified in the attached Schedule B (the "Marks"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in, to and under the Purchased Assets, including, without limitation, the Patents and the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor does hereby:

SELL, CONVEY, ASSIGN, TRANSFER AND DELIVER to Assignee all of its right, title and interest in and to: (i) (a) the Patents and (b) the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, including all rights to use, exploit, license and otherwise dispose of the same; and (ii) all claims for damages for reason of past or current infringement of the foregoing, as well as the right to sue for and collect the same for its own use and enjoyment.

WITH RESPECT TO COPYRIGHTS AND WORKS SUBJECT TO COPYRIGHT, WAIVE AND RELEASE any moral rights, including the rights of attribution or integrity Assignor may have in said work(s), including any moral rights arising under 17 U.S.C. §106A, other U.S. federal law, state law or laws of any foreign country for any and all applications in which either the right of attribution or the right of integrity may be implicated. The moral rights hereby waived include, but are not limited to: (1) any right to require Assignee or its successors or licensees to identify Assignor as the author of the work; and (2) the right to prevent destruction of, or any intentional distortion, mutilation, or other modification of, the work.

AUTHORIZE the Director of the United States Patent & Trademark Office, the United States Register of Copyrights, and/or any official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record Patent applications and title thereto, to record the Patents, Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

COVENANT that, when requested and at the expense of Assignee, execute and deliver to Assignee any and all documents reasonably requested by Assignee to effectuate the assignment described herein.

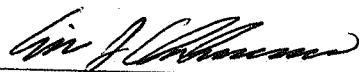
COVENANT that this Assignment Agreement will be binding on the successors of Assignor and extend to the successors, assigns and nominees of Assignee.

*[Remainder of page intentionally left blank; Signatures follow]*

*cc* *EM*

IN WITNESS WHEREOF, the undersigned has executed this Assignment Agreement as of the date set forth above.

ACCUSTREAM, INC.


By:   
Name: ERIC J CHALMERS  
Title: PRESIDENT



[Signature Page to Intellectual Property Assignment Agreement ]

TRADEMARK  
REEL: 005109 FRAME: 0773

HYPERTHERM, INC.

By:   
Name: CASEY CHEN  
Title: CHIEF FINANCIAL OFFICER

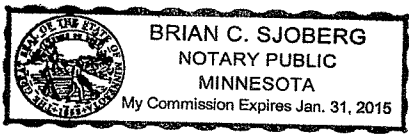


[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK  
REEL: 005109 FRAME: 0774

STATE OF Minnesota )  
COUNTY OF Ramsey )

BEFORE ME, the undersigned authority, on this 31<sup>st</sup> day of December 2012,  
personally appeared Eric J. Chalmers of Accustream, Inc. a  
Minnesota S-corporation, on behalf of said corporation, known to me to be the person and officer  
whose name is subscribed to the foregoing instrument and acknowledged to me that such person  
executed the same of such person's own free will for the purposes and consideration therein  
expressed.



[Signature]  
Notary Public  
My Commission Expires: 1-31-2015

[SEAL]

cc EW

SCHEDULE A

PATENTS

Owner  
Accustream, Inc.

Patent Number  
"Intensifier Pump  
Monitoring System";  
Patent Number: 13607054

Status  
Patent Application made  
in September of 2012

*cc ew*



SCHEDULE B

TRADEMARKS

<u>Owner</u>	<u>Company Mark</u>
Accustream, Inc.	Accustream (registered)
Accustream, Inc.	Dialine (registered)
Accustream, Inc.	Matrix (unregistered)

*cc em*