

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
SD Acquisition, Inc., d/b/a CETAC Technologies		08/30/2013	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	Teledyne Instruments, Inc.
Street Address:	1049 Camino Dos Rios
City:	Thousand Oaks
State/Country:	CALIFORNIA
Postal Code:	91360
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2932595	ASPIRE
Registration Number:	3975180	ASXPRESS
Registration Number:	3992721	CETAC
Registration Number:	3984852	CETAC
Registration Number:	2772363	CETAC QUICKTRACE
Registration Number:	2541238	DIGILAZ
Registration Number:	2608063	EXPANDING THE SCOPE OF MEASUREMENT
Registration Number:	3537508	OMNIPURE
Registration Number:	1737543	U5000AT

CORRESPONDENCE DATA

Fax Number: 8053734450
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 805-373-4885

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Email: wbillingsley@teledyne.com
Correspondent Name: Wendy K. Billingsley
Address Line 1: 1049 Camino Dos Rios
Address Line 4: Thousand Oaks, CALIFORNIA 91360

ATTORNEY DOCKET NUMBER:	241Z-2013-001
NAME OF SUBMITTER:	Wendy K. Billingsley
Signature:	/wendykbillingsley/
Date:	09/20/2013

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is effective as of August 30, 2013 (the "**Effective Date**") between SD ACQUISITION, INC., d/b/a CETAC TECHNOLOGIES, a Nebraska corporation ("**Assignor**"), and TELEDYNE INSTRUMENTS, INC., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor, the Equity Holders of Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement dated as of August 19, 2013 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor is to convey, transfer and assign to Assignee, among other assets, substantially all of the intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment to Assignee for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

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

1. Assignor hereby sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's rights, title and interests in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the proper officials of all other countries to record this Trademark Assignment upon request of Assignee. At Assignee's cost and expense, Assignor shall take such

steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are assigned to Assignee, or any assignee or successor thereto.

3. All representations, warranties, covenants and indemnities of Assignor relating to the Assigned Trademarks are set forth in the Purchase Agreement.

4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original and said counterparts shall constitute one and the same instrument.

[signature page follows]

SCHEDULE 1
TO
TRADEMARK ASSIGNMENT
BY SD ACQUISITION, INC. D/B/A CETAC TECHNOLOGIES
TO TELEDYNE INSTRUMENTS, INC.

U.S. Trademark Registrations

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Date of Registration</u>
ASPIRE	2,932,595	March 15, 2005
ASXPRESS	3,975,180	June 7, 2011
CETAC	3,992,721	July 12, 2011
CETAC (stylized with plasma design)	3,984,852	June 28, 2011
CETAC Quick Trace & Design	2,772,363	October 7, 2003
DIGILAZ	2,541,238	February 19, 2002
EXPANDING THE SCOPE OF MEASUREMENT	2,608,063	August 13, 2002
OMNIPURE	3,537,508	November 25, 2008
U5000AT	1,737,543	December 1, 1992

U.S. Trademark Applications

None

Foreign Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
CETAC	Europe	1,341,957	July 9, 2001
CETAC & Design	Europe	1,341,973	January 19, 2001

Foreign Trademark Applications

None