

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
GE Infrastructure Sensing, Inc.		12/18/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Amphenol Corporation
Street Address:	358 Hall Avenue
City:	Wallingford
State/Country:	CONNECTICUT
Postal Code:	06492
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4218096	ACCUSOLVE
Registration Number:	3768350	CHIPCAP
Registration Number:	2467521	HYGROMASTER
Registration Number:	1837738	KAYE
Registration Number:	2140385	LABWATCH
Registration Number:	1468896	NOVASENSOR
Registration Number:	1894559	SENSTABLE
Registration Number:	1778794	TELAIRE
Registration Number:	1776319	VALIDATOR
Registration Number:	2604228	VALPROBE

CORRESPONDENCE DATA

Fax Number: 2027725858
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$265.00 4218096

Phone: 2027725800
Email: trademarks@blankrome.com
Correspondent Name: Susan B. Flohr c/o Blank Rome LLP
Address Line 1: 600 New Hampshire Ave., N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	111549.00100
NAME OF SUBMITTER:	Susan B. Flohr
Signature:	/sbf/
Date:	12/23/2013

Total Attachments: 8
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TRADE NAME AND TRADEMARK ASSIGNMENT

This Trade Name and Trademark Assignment (“Assignment”), dated as of December 18, 2013 (the “Effective Date”), is made by and between GE INFRASTRUCTURE SENSING, INC. (“Assignor”), and AMPHENOL CORPORATION (“Assignee”). This Assignment is made pursuant to and in confirmation of the assignments of trade name and trademark rights referenced in the STOCK AND ASSET PURCHASE AGREEMENT, dated as November 7, 2013, by and between General Electric Company and Assignee (the “Stock and Asset Purchase Agreement”) and the associated BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as November 7, 2013 (the “Bill of Sale”), by and among the Asset Sellers, as defined in the Stock and Asset Purchase Agreement, and Assignee.

WHEREAS, Assignor owns all right, title and interest in and to the trade names and trademarks as attached hereto as Schedule A (collectively the “Assigned Marks”).

WHEREAS, Assignor delivers this Assignment to Assignee pursuant to the Stock and Asset Purchase Agreement and the Bill of Sale.

NOW, THEREFORE, effective as of the Effective Date, and for the consideration set forth in the Stock and Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably grants, sells, assigns, transfers, conveys and delivers, free of all encumbrances, to, and as applicable confirms the irrevocable sale, assignment, transfer, conveyance and delivery, free of all encumbrances, to Assignee, and Assignee agrees to accept, all of Assignor’s rights, title and interest in and to the Assigned Marks in the United States and worldwide, together with the goodwill of the business symbolized by the Assigned Marks and any applications and/or registrations therefor, and the right to assert the Assigned Marks and all present and future causes of action, the right to enforce any and all rights in the Assigned Marks, to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, royalties, profits, settlements, and other awards by reason of any past, present or future infringement, and claims for damages and proceeds therefor including without limitation license royalties and all other related causes of action, and the right to sue therefor throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

2. The Assigned Marks are to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

3. Assignor hereby authorizes the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned Marks to identify Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned Marks. Assignor further hereby authorizes the United States Patent and Trademark Office and any trademark office in any and all foreign countries to issue any and all registrations related to the Assigned Marks to Assignee as the assignee of Assignor’s entire right, title and interest in and to the same.

4. Any and all disputes or causes of action between Assignor and Assignee arising under this Assignment shall be governed by the dispute resolution provisions set forth in Section 12.11 of the Stock and Asset Purchase Agreement.

5. Except as expressly provided in the Stock and Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Assigned Marks.


6. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Assignment.

7. No provision of this Assignment may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the parties.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

GE INFRASTRUCTURE SENSING, INC.

By: 
Name: CHRISTINA ANDERSEN
Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005180 FRAME: 0906

ASSIGNEE:

AMPHENOL CORPORATION

By: 

Name: Diana G. Reardon

Title: Executive Vice President & Chief Financial Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005180 FRAME: 0907

SCHEDULE A

Trademark	Filing Country	Application No.	Registration No.	Registration Date	Assignee	Status
ACCUSOLVE	CTM	7589741	7589741	9/15/09	GE Infrastructure Sensing, Inc.	Registered
ACCUSOLVE	China	7258981	7258981	11/14/10	GE Infrastructure Sensing, Inc.	Registered
ACCUSOLVE	Japan	2009009337	5274603	10/23/09	GE Infrastructure Sensing, Inc.	Registered
ACCUSOLVE	US	77652902	4218096	10/2/12	GE Infrastructure Sensing, Inc.	Registered
CHIPCAP	Canada	1404381	TMA800091	6/16/11	GE Infrastructure Sensing, Inc.	Registered
CHIPCAP	Brazil	829907785	829907785	6/12/12	GE Infrastructure Sensing, Inc.	Registered
CHIPCAP	CTM	7071426	7071426	10/26/10	GE Infrastructure Sensing, Inc.	Registered
CHIPCAP	China	6852343	6852343	7/14/10	GE Infrastructure Sensing, Inc.	Registered
CHIPCAP	Japan	2008060863	5226916	4/24/09	GE Infrastructure Sensing, Inc.	Registered
CHIPCAP	US	77497517	3768350	3/30/10	GE Infrastructure Sensing, Inc.	Registered
CHIPCAP	Argentina	2839509	2301170	7/7/09	GE Infrastructure Sensing, Inc.	Registered
CHIPCAP	India	1711933	1711933	7/18/08	GE Infrastructure Sensing, Inc.	Registered
HYGROMASTER	CTM	8792129	8792129	3/15/11	GE Infrastructure Sensing, Inc.	Registered
HYGROMASTER	Germany		39975522		GE Infrastructure Sensing, Inc.	Registered
HYGROMASTER	UK		2201589	12/10/99	GE Infrastructure Sensing, Inc.	Registered
HYGROMASTER	US	76002983	2467521	7/10/01	GE Infrastructure Sensing, Inc.	Registered
KAYE	CTM	869412	869412	5/18/00	GE Infrastructure Sensing, Inc.	Registered
KAYE	India	820207	820207	9/21/98	GE Infrastructure Sensing, Inc.	Registered
KAYE	Japan	H1056393	4374861	4/7/00	GE Infrastructure Sensing, Inc.	Registered
KAYE	South Korea	9823782	464533	2/8/00	GE Infrastructure Sensing, Inc.	Registered
KAYE	Switzerland	549219925	401920	6/2/93	GE Infrastructure Sensing, Inc.	Registered

Trademark	Filing Country	Application No.	Registration No.	Registration Date	Assignee	Status
KAYE	Taiwan	87047661	911563	11/1/00	GE Infrastructure Sensing, Inc.	Registered
KAYE	US	74278056	1837738	5/31/94	GE Infrastructure Sensing, Inc.	Registered
LABWATCH	US	75200686	2140385	3/3/98	GE Infrastructure Sensing, Inc.	Registered
NOVASENSOR	US	73657027	1468896	12/15/87	GE Infrastructure Sensing, Inc.	Registered
SENSTABLE	US	74368473	1894559	5/16/95	GE Infrastructure Sensing, Inc.	Registered
TELAIRE	Argentina	2378901	1996430	10/26/04	GE Infrastructure Sensing, Inc.	Registered
TELAIRE	Australia	916231	916231	6/12/02	GE Infrastructure Sensing, Inc.	Registered
TELAIRE	Canada	1144301	TMA634860	3/10/05	GE Infrastructure Sensing, Inc.	Registered
TELAIRE	Chile	1044060			GE Infrastructure Sensing, Inc.	Pending
TELAIRE	China	2001021959	1747775	4/14/02	GE Infrastructure Sensing, Inc.	Registered
TELAIRE	CTM	1511617	1511617	10/23/02	GE Infrastructure Sensing, Inc.	Registered
TELAIRE	Japan	20135654			GE Infrastructure Sensing, Inc.	Pending
TELAIRE	South Korea	4020132685 2			GE Infrastructure Sensing, Inc.	Pending
TELAIRE	Taiwan	91024957	1043475	5/16/03	GE Infrastructure Sensing, Inc.	Registered
TELAIRE	US	74327492	1778794	6/29/93	GE Infrastructure Sensing, Inc.	Registered
TELAIRE	Venezuela	1382002	P249305	11/11/03	Edwards Systems Technology, Inc.	Registered
TIMBERMINI	CTM	9230293	9230293	12/22/10	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Australia	586515	586515	9/15/92	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Benelux	1038851	744537	8/28/03	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Brazil	817630899	817630899	11/21/95	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Canada	426481	TMA426481	4/22/94	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	China	9700108713	1252996	3/7/99	GE Infrastructure Sensing, Inc.	Registered

Trademark	Filing Country	Application No.	Registration No.	Registration Date	Assignee	Status
VALIDATOR	Czech Republic	130041	214734	2/11/88	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Finland	T199802767	214468	6/15/99	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	France	92438403	92438403	10/20/92	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Germany	397472447	39747244	3/17/98	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Hungary	M9800475	155245	2/11/88	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	India	581362	581362	9/18/92	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Indonesia	D982206	436315	1/13/00	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Italy	MI92C006572	1508628	5/5/95	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Japan	4192434	3053448	6/30/95	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	South Korea	4.02008E+12	400817401	3/18/10	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Kosovo	2690	39092011	6/6/11	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Malaysia	98006640	98006640	6/1/98	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Mexico	151854	442917	10/9/92	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Montenegro	Z8898	4049PP	7/4/01	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Norway	199807560	195052	12/22/98	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Poland	Z183039	125814	11/13/00	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Russian Federation	98703720	182302	3/5/98	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Serbia	Z8898	43823	7/4/01	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Spain	1753078	1753078	4/20/94	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Sweden	985393	341360	10/20/00	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Switzerland	549319927	401921	7/21/92	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Taiwan	81047699	614346	10/1/93	GE Infrastructure Sensing, Inc.	Registered

Trademark	Filing Country	Application No.	Registration No.	Registration Date	Assignee	Status
VALIDATOR	Taiwan	92058491	1101260	5/16/04	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	Turkey	9811688	200317		GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	UK	1520782	2069977	4/27/96	GE Infrastructure Sensing, Inc.	Registered
VALIDATOR	US	74278058	1776319	6/15/93	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	Argentina	2354272	1903084	12/18/02	Kaye Instruments Inc.	Registered
VALPROBE	Australia	872693	872693	11/6/01	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	Canada	1103016	602302	2/16/04	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	China	2001031643	1915674	10/14/02	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	CTM	2192250	2192250	8/9/01	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	India	1004449	1004449	4/19/01	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	Israel	148476	148476	4/19/02	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	Japan	200184885	4567488	5/10/02	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	South Korea	200146356	543725	3/24/03	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	Mexico	483836	731301	5/7/01	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	Philippines	42001003193	42001003193	3/19/07	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	Singapore	T0105641A	T0105641A		GE Infrastructure Sensing, Inc.	Registered
VALPROBE	Taiwan	90014359	1006827	7/16/02	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	US	76234679	2604228	8/6/02	GE Infrastructure Sensing, Inc.	Registered
VALPROBE	Venezuela	2001017476	P245338	6/27/03	GE Infrastructure Sensing, Inc.	Registered