TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM297623

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENWAVE OPTRONICS, INC.		02/25/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	TSI INCORPORATED		
Street Address:	500 CARDIGAN ROAD		
City:	SHOREVIEW		
State/Country:	MINNESOTA		
Postal Code:	55126		
Entity Type:	CORPORATION: MINNESOTA		

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4028769	EZRAMAN
Registration Number:	4124200	PRORAMAN
Registration Number:	4127832	RAMANREADER
Registration Number:	4155232	ASSURX
Registration Number:	4440583	GASRAMAN

CORRESPONDENCE DATA

Fax Number: 6123713907

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 612 371 3970 Email: tmg@lindquist.com

LINDQUIST & VENNUM LLP **Correspondent Name:**

Address Line 1: 80 South Eighth Street, 4200 IDS Center

Address Line 2: Connie Heikkila

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	452297.0250
NAME OF SUBMITTER:	CONNIE HEIKKILA
SIGNATURE:	/connieheikkila/
DATE SIGNED:	03/10/2014

Total Attachments: 2

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made effective February 25, 2014 by Enwave Optronics, Inc., a California corporation ("Seller"), in favor of TSI Incorporated, a Minnesota corporation (the "Buyer").

WHEREAS, Seller has agreed to transfer, assign and deliver the Intellectual Property (defined below) of Seller to the Buyer on the terms of the Asset Purchase Agreement dated on or about the date hereof (the "Asset Purchase Agreement") among Seller, Buyer and Seller's stockholders;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

- 1. Assignment of Intellectual Property. Seller hereby assigns to the Buyer and its successors and assigns forever and exclusively throughout the world all of Seller's right, title and interest in and to the U.S. Registered Trademarks, U.S. Patents and U.S. Patent Applications identified on the attached Exhibit A, including, but not limited to, (i) all rights in any text, data, documentation, presentations, materials, images, illustrations, methodologies, assessment tools, proprietary and technical information, techniques, drawings, specifications, business rules and relationships, formats, layouts, software, source code, object code, processes or methods associated with the foregoing, (ii) all precursors, portions, improvements, enhancements and work in progress with respect thereto and all research and development, inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof, and (iii) all copyrights, moral rights, patent rights, trade secret rights, trademark rights, mask work rights and all other intellectual property, intangible or similar rights of any sort and all business, contract rights, causes of action, and goodwill, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively "Intellectual Property").
- 2. Warranty. Seller represents and warrants to the Buyer that, except as otherwise expressly set forth herein or as disclosed further to the Asset Purchase Agreement, Seller: (i) has not assigned, transferred, licensed, pledged or otherwise encumbered the Intellectual Property or agreed to do so, and (ii) has full power and authority to enter into this Agreement and to make the assignment and transfers as provided in Section 1.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

ENWAVE OPTRONICS, INC.	ISHNCORPORATED
By C	By <u>EC</u>
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United States Registered	Registration Number	Registration Date
Trademarks		
EZRaman	4,028,769	Sept. 20, 2011
ProRaman	4,124,200	April 10, 2012
RamanReader	4,127,832	April 17, 2012
ASSUR	4,155,232	June 5, 2012
GasRaman	4,440,583	November 26, 2013
United States Patent	Patent Number	Date of Patent
Highly compact design Raman Spectrometry	7,929,131 B2	April 19, 2011
Patent Applications		
High Rayleigh rejection and low stokes detection Raman probe	60/551507	March 9, 2001
Laser Apparatus With Feed Back fore dispersive Output to a Pin-Hole Element	12/428,902	April 23, 2009
Low strokes detection and high Rayleigh rejection apparatus for Raman Spectroscopy	60/719,280	September 20, 2005
Amplified spontaneous emission (ASE) reduced, frequency-stabilized, and narrow-linewidth diode lasers	60/719,292	September 20, 2005

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RECORDED: 03/10/2014