

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vaisala Inc.		03/05/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	M.H. Corbin, Inc.		
Street Address:	8355 Rausch Drive		
City:	Plain City		
State/Country:	OHIO		
Postal Code:	43064		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2671695	INTELLIZONE	
Registration Number:	3433208	NC100	
Registration Number:	3433209	NC200	
Registration Number:	1833185	NITESTAR	
Registration Number:	1945663	NU-METRICS	
Registration Number:	2807277	FLASHMAX	
Registration Number:	1676640	HI-STAR	
Registration Number:	3442336	INTELLIZONE ADVANCEWARN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-241-2324		
Email:	pschreiber@whe-law.com		
Correspondent Name:	Wood Herron & Evans, LLP		
Address Line 1:	441 Vine Street		
Address Line 2:	Suite 2700		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	MHCI-05		
NAME OF SUBMITTER:	David W. Dorton		

OP \$215.00 2671695

SIGNATURE:	/David W. Dorton/
DATE SIGNED:	06/30/2014
Total Attachments: 8 source=Redacted_Asset_Purchase_Agreement#page1.tif source=Redacted_Asset_Purchase_Agreement#page2.tif source=Redacted_Asset_Purchase_Agreement#page3.tif source=Redacted_Asset_Purchase_Agreement#page4.tif source=Redacted_Asset_Purchase_Agreement#page5.tif source=Redacted_Asset_Purchase_Agreement#page6.tif source=Redacted_Asset_Purchase_Agreement#page7.tif source=Redacted_Asset_Purchase_Agreement#page8.tif	

— REDACTED —

**ASSET PURCHASE
AGREEMENT**

by and between

VAISALA INC.

and

M.H. CORBIN, INC.

Dated March 5, 2013

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is entered into on this 5th day of March, 2013, by and between VAISALA INC., a corporation organized and existing under the laws of Delaware, having its corporate headquarters at 194 South Taylor Avenue, Louisville, Colorado 80027, hereinafter referred to as the "Seller", and M.H. CORBIN, INC., a corporation organized and existing under the laws of Ohio, having its registered office at 8355 Rausch Drive, Plain City, Ohio, hereinafter referred to as the "Purchaser".

R E C I T A L S

- A. The Seller is engaged in the environmental and industrial measurement business and one of its key strategic areas of focus is road weather products and services. To simplify its product offering and operations, the Seller now desires to sell and assign to the Purchaser the Travis Project, as well as certain Inventory and certain related Liabilities.
- B. For the purposes of this Agreement, the "Travis Project" consists of the following current product lines of Seller and substantially all of the assets used therewith:
- o NiteStar Distance Measurement Instruments ("DMI") — sensors connected to the vehicle diagnostics that measure the linear distance traveled by a vehicle;
 - o HiStar Portable Traffic Analyzers ("NC200") — sensors that are installed temporarily on a highway in order to collect traffic data including number of vehicles and speed and length of each vehicle. The product line includes both the NC200 and NC300 products; and
 - o Highway Advisory Radios ("HAR") — systems that use a low power AM radio frequency in order to provide travelers or residents with real-time information such as traffic, emergency or weather information. The brand name of Seller's HAR for the Travis Project is BlackMax.

The assets include equipment, tools, software, licenses, intellectual property, and other proprietary information related to the development, production, manufacture, marketing, distribution, delivery, promotion, service and/or and sales of the Travis Project product lines. Notwithstanding the foregoing general description, the Assets to be purchased by Purchaser shall be those Assets as defined in Section 1, hereof, and as specifically set forth in the applicable Schedules hereto.

- C. Purchaser is a leader in highway safety products for the geographic distribution area of Ohio and surrounding states and has been a distributor of certain Travis Project products for several years. Purchaser is willing to purchase the Assets and agreed Inventory from the Seller and to assume the itemized Liabilities subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the agreements contained in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, unless expressly otherwise stated or evident in the context, the following terms shall have the following meanings, the singular (where appropriate) shall include the plural and vice versa and references to Schedules and Sections shall mean Schedules and Sections of this Agreement:

"Affiliate" of a person or entity, means any other person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, such person or entity. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" shall mean this Asset Purchase Agreement and the Schedules hereto.

"Assets" shall mean the Travis Project product lines as described in Recital B of this Agreement, and the specific assets of the Seller referred to and itemized in Sections 3.1 and 3.3. Except as set forth in Section 3.3, Assets does not include the Inventory as specified in Section 3.4, which is being purchased separately by Purchaser and is not covered by the Purchase Price.

"Cash Price" shall have the meaning specified in Section 6.1

"Closing" shall mean the consummation of the transaction as contemplated in Section 7.

"Closing Date" shall mean the date as agreed to by Seller and Purchaser as identified in Section 7.1.

"DMI" shall have the meaning set forth in Recital B to this Agreement.

"Excluded Liabilities" shall have the meaning specified in Section 4.2.

"HAR" shall have the meaning set forth in Recital B to this Agreement.

"Intellectual Property" shall mean the intellectual property rights as set out in Section 3.1(b) to be transferred to the Purchaser hereunder.

"Inventory" shall mean such inventory of the Seller as set forth in Section 3.4.

"Liabilities" shall have the meaning specified in Section 4.1.

"NC200" shall have the meaning set forth in Recital B to this Agreement.

"Note" shall have the meaning specified in Section 6.1(b).

"Party" shall mean the Purchaser or the Seller, as the context may require, and "Parties" shall be construed accordingly.

"Purchase Price" shall mean the purchase price as specified in Section 6.1.

"Purchaser" shall have the meaning specified in the introductory paragraph of this Agreement.

"Seller" shall have the meaning specified in the introductory paragraph of this Agreement.

"Travis Project" shall have the meaning specified in Recital B to this Agreement.

"Warranties" shall mean the warranties, representations and assurances given by the Seller in Section 10.

2. OBJECT OF THE TRANSACTION

Upon the terms and subject to the conditions set forth herein, the Seller hereby sells and transfers, and the Purchaser hereby purchases the Assets and Inventory, and assumes the Liabilities at Closing.

3. THE ASSETS AND OTHER DELIVERABLES

The Assets comprise the assets of the Seller referred to in the following Sections 3.1 and 3.3.

3.1. Transferred Assets

(a) **Physical Assets**
The physical assets shall comprise the equipment, tools and other assets of the Seller used in the production of the DML, NC200 and HAR product families, and include any items that are solely used for the purposes of the production, manufacture, service, sales and delivery of the DML, NC200 and HAR product lines.

(b) Intellectual Property Rights

The intellectual property rights are comprised of the Seller's software, patents, trademarks, copyrights, industrial design rights, and trade secrets as listed in Schedule 3.1(b), and include any intellectual property rights solely used or required for the purposes of Project Travis (the "Intellectual Property"). For the avoidance of doubt, the Seller is not selling, transferring or licensing commercial firmware or software packages such as Microsoft® software to the Purchaser.

The Seller shall provide access to certain of the Intellectual Property and movable assets in order to continue to manufacture and test certain products which are not being transferred to Purchaser. The terms by which Purchaser shall provide such access to Seller is set forth in Section 13.2 of this Agreement.

(c) Documentation

The Seller shall furnish the Purchaser with contract manufacturer, supplier and supply contract information related to manufacturing of DML, NC200 and HAR product families as well as hardware and software documentation, source-codes and similar documentation, as listed in Schedule 3.1(c). The Seller is not providing any MySQL license documentation to Purchaser, as Seller ceased purchasing and shipping MySQL licenses over twelve months prior to the Closing Date. Seller hereby agrees to use reasonable best efforts to provide the appropriate MySQL license in the event that customer requests a copy of such license after the Closing Date.

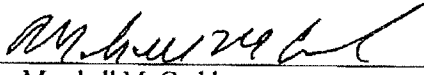
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

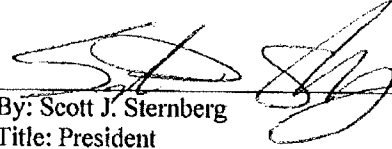
PURCHASER:

SELLER:

M.H.CORBIN INC.

VAISALA INC.


By: Marshall M. Corbin
Title: V.P., Secretary/Treasurer


By: Scott J. Sternberg
Title: President

**Schedule 3.1(b)
Intellectual Property**

See attached.

Schedule 3.1 (b) Intellectual Property: Trademarks and Patents
Feb 21, 2013 version

Trade marks:

Mark	Country	Class	Application date	No.	Registration date	No.	Duration	Notes
FLASH MAX	USA	9	6/10/2002	76/419,223	1/20/2004	2,807,277	1/20/2014	
HI-STAR	USA	9?	3/8/1991	74/146,482	2/25/1992	1,676,640	2/25/2022	
	GERMANY				3/23/1995	2903573	9/30/2014	
INTELLIZONE	JAPAN				10/8/1999	4,322,939	10/8/2019	
	USA	9	11/21/2001	76/341,004	7/1/2003	2,671,695	7/1/2013	
INTELLIZONE								
ADVANCEWARN	USA	9	5/25/2005	78/637,158	6/3/2008	3,442,336	6/3/2018	
NC100	USA	9	5/16/2006	78/884,891	5/20/2008	3,433,208	5/20/2018	
NC200	USA	9	5/16/2006	78/884,914	5/20/2008	3,433,209	5/20/2018	
NITESTAR	USA	9	6/8/1992	74/282,797	4/26/1994	1,833,185	4/26/2014	
NU-METRICS	USA	9?	1/4/1995	74/625,057	1/2/1996	1,945,663	1/2/2016	

Patents

Title	Country	Filing date	No.	Date of Patent	No.	S.Laine Oy catch word
Method and apparatus for analyzing traffic and a sensor therefor	USA	9/26/1991	766,471	4/18/1995	5,408,179	VAI 182->2012- VAI 180->2017- 01-10
	USA	1/10/1997	781,320	5/5/1998	5,748,108	Vaisala Inc.
Harry Sampey, Jeffrey Geary, James Schimpf	USA	4/22/1997	845,003	3/2/1999	5,877,705	VAI 181->2017- 04-22
	JAPAN	4/22/1998	10-112562	3/19/1999	2901958	Vaisala Inc. INYUU METORITSUKUSU Inc.

ASSET PURCHASE AGREEMENT

OMITTED PARTS

- 1) Pages 5(29) through 15(29)
- 2) All schedules contained at pages 17(29) through 29(29), other than Schedule 3.1(b): Intellectual Property