

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Oceanscience Group Ltd.		10/23/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Teledyne RD Instruments, Inc.		
Street Address:	1049 Camino Dos Rios		
City:	Thousand Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91360		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4454508	Q-BOAT	
Registration Number:	4454510	RIVERBOAT	
Registration Number:	4454509	Z-BOAT	
CORRESPONDENCE DATA			
Fax Number:	8053734450		
<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:	805-373-4885		
Email:	wendy.billingsley@teledyne.com		
Correspondent Name:	Wendy K. Billingsley		
Address Line 1:	1049 Camino Dos Rios		
Address Line 4:	Thousand Oaks, CALIFORNIA 91360		
ATTORNEY DOCKET NUMBER:	390Z-2014-009		
NAME OF SUBMITTER:	Wendy K. Billingsley		
SIGNATURE:	/wendykbillingsley/		
DATE SIGNED:	11/14/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is effective as of October 23, 2014 (the "**Effective Date**") between The Oceanscience Group Ltd., a California corporation ("**Assignor**"), and Teledyne RD Instruments, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor, the Equity Holder of Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement dated as of October 23, 2014 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor is to sell, transfer, assign, convey, set over and deliver to Assignee, among other assets, substantially all of the intellectual property of Assignor, and has agreed to execute and deliver this 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 are hereby acknowledged, the parties hereto agree, intending to be legally bound, 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 the 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 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.

[signature page follows]

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor has executed this Assignment on this 23rd day of October, 2014.

THE OCEANSCIENCE GROUP LTD.

By: [Signature]
Name: Ronald A. George
Title: President

STATE OF California)
COUNTY OF San Diego) ss.

On this 23rd day of October, 2014, before me, Douglas Desjardins, the undersigned officer, personally appeared Ronald A. George, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President of The OceanScience Group Ltd., and that he/she, as such officer, being authorized so to do, executed the foregoing instrument on behalf of The OceanScience Group Ltd., for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Douglas Desjardins
Notary Public

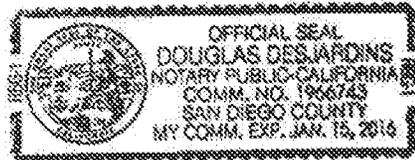
[Notarial Seal]

My Commission expires: 1/15/2016

ACKNOWLEDGED AND ACCEPTED:

TELEDYNE RD INSTRUMENTS, INC.

By: [Signature]
Name: ALICE McHEWELL
Title: EXECUTIVE VICE PRESIDENT



SCHEDULE 1
TO
TRADEMARK ASSIGNMENT
BY THE OCEANSCIENCE GROUP LTD.
TO TELEDYNE RD INSTRUMENTS, INC.

U.S. Trademark Registrations

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Date of Registration</u>
Q-BOAT	4,454,508	24-Dec-2013
RIVERBOAT	4,454,510	24-Dec-2013
Z-BOAT	4,454,509	24-Dec-2013

U.S. Trademark Applications

<u>Mark</u>	<u>U.S. Application No.</u>	<u>Date Filed</u>
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Foreign Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Foreign Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Date Filed</u>
Q-BOAT	Canada	1,648,249	17-Oct-2013
RIVERBOAT	Canada	1,648,240	17-Oct-2013
Z-BOAT	Canada	1,648,241	17-Oct-2013
Q-BOAT	China	13403579	22-Oct-2013
RIVERBOAT	China	13403577	22-Oct-2013
Z-BOAT	China	13403578	22-Oct-2013