

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PCD-Process Challenge Devices, LLC		10/15/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mesa Laboratories, Inc.		
Street Address:	12100 West Sixth Avenue		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80228		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2516142	PROCESS CHALLENGE DEVICES	
Registration Number:	2641458	PCD	
CORRESPONDENCE DATA			
Fax Number:	7036848206		
<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:	703-684-6885		
Email:	tbreiner@bbpatlaw.com		
Correspondent Name:	Theodore A. Breiner		
Address Line 1:	115 North Henry Street		
Address Line 4:	Alexandria, VIRGINIA 22314-2903		
NAME OF SUBMITTER:	THEODORE A. BREINER		
SIGNATURE:	/Theodore A. Breiner/		
DATE SIGNED:	04/01/2015		
Total Attachments: 8			
source=Exhibit E Trademark Assignment#page1.tif			
source=Exhibit E Trademark Assignment#page2.tif			
source=Exhibit E Trademark Assignment#page3.tif			
source=Exhibit E Trademark Assignment#page4.tif			

CH \$65.00 2516142

source=Exhibit E Trademark Assignment#page5.tif

source=Exhibit E Trademark Assignment#page6.tif

source=Exhibit E Trademark Assignment#page7.tif

source=Exhibit E Trademark Assignment#page8.tif

EXHIBIT E

ASSIGNMENT OF ALL INTELLECTUAL PROPERTY ASSETS

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") effective the 15th day of October, 2014 is made and entered into by and between PCD-PROCESS CHALLENGE DEVICES, LLC, a California limited liability company with its principal place of business at 2383 Bering Drive, San Jose, CA 95131 ("Assignor") and MESA LABORATORIES, INC., a Colorado corporation with its principal place of business at 12100 West Sixth Avenue, Lakewood, CO 80228 ("Assignee") (each a "Party" and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Acquisition Agreement (defined below).

WITNESSETH:

WHEREAS, Assignor is the owner of the common law trademarks, U.S. trademark registrations and applications for registration listed on Schedule A attached hereto and the goodwill associated with the same (the "Trademarks"); and

WHEREAS, Assignor and Assignee entered into that certain Asset Acquisition Agreement dated as the date hereof (the "Asset Acquisition Agreement"), pursuant to which Assignee agreed to purchase certain assets of the Assignor, including but not limited to the Trademarks.

NOW, THEREFORE, for the consideration set forth in the Acquisition Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers and sets over to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks; and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Assignee for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

2. Representations and Warranties. Assignor represents and warrants that (i) Assignor owns the entire right, title and interest in and to the Trademarks; (ii) all registrations for the Trademarks are currently valid and subsisting and in full force and effect; (iii) Assignor has the authority necessary to enter into this Assignment and the execution and delivery of this Assignment has been duly and validly authorized; and (iv) execution of this Assignment and performance of the Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of the Assignor's Articles of Organization or Operating Agreement.

3. Recording of Assignment. Assignor authorizes and requests the Commissioner of Patents and Trademarks in the United States to record Assignee as assignee and owner of the registered trademarks and applications for registrations set forth on Schedule A, for the sole use and enjoyment of Assignee, its successors and assigns.

4. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment. After the Effective Date, Assignor agrees to make no further use of the Trademarks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees not to challenge

Assignee's use or ownership, or the validity, of the Trademarks.

5. Severability. Any provision of this Assignment that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Assignment in such jurisdiction or rendering that or any other provision of this Assignment invalid, illegal or unenforceable in any other jurisdiction.


6. Governing Law. Local and state courts situated within Jefferson County, Colorado, and the federal district court situate within Denver, Colorado shall have exclusive jurisdiction with respect to matters arising out of or related to this Agreement unless disputes arising from or related to the Agreement are brought forth by Mesa in which case the Agreement shall be interpreted and enforced in accordance with California law, and the federal and state courts in Santa Clara County, California shall have exclusive jurisdiction. The parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement, or any judgment entered by any court of competent jurisdiction in respect hereof brought in such court as provided herein, and further irrevocably waive any claim that any suit, action or proceeding brought in accordance herewith has been brought in an inconvenient forum.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

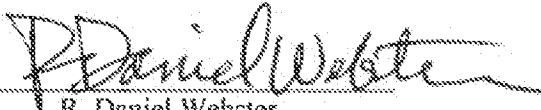
(remainder of page intentionally left blank; signatures on following page)

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representatives.


ATTEST:



ASSIGNOR:
PCD-PROCESS CHALLENGE DEVICES, LLC

By: 
R. Daniel Webster
Member

Date: 10/15/2014



PCD-PROCESS CHALLENGE DEVICES, LLC

By: 
Dennis Christensen
Member

Date: 10/15/2014



ASSIGNEE:
MESA LABORATORIES, INC.

By: 
John J. Sullivan
President and Chief Executive Officer

Date: 15-Oct-2014

(Signature Page to Assignment of Intellectual Property - Trademark Assignment, Exhibit E)

ALL PURPOSE ACKNOWLEDGMENT

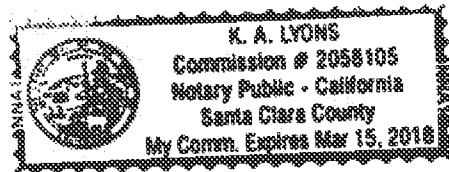
State of California)
County of Santa Clara)

On Oct 15, 2014, before me, K.A. Lyons personally appeared R. DANIEL WEBSTER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. A. Lyons (Seal)



ALL PURPOSE ACKNOWLEDGMENT

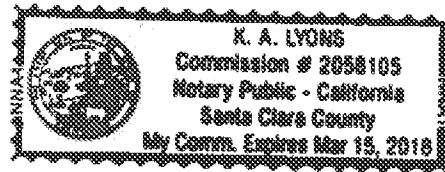
State of California)
County of Santa Clara)

On Oct. 15, 2014, before me, K. A. Lyons personally appeared DENNIS CHRISTENSEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. A. Lyons (Seal)



ALL PURPOSE ACKNOWLEDGMENT

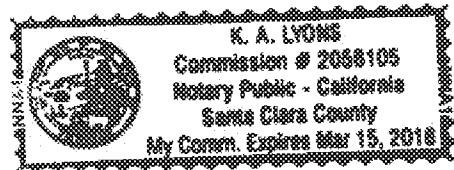
State of California)
County of Santa Clara)

On Oct. 15, 2014, before me, K. A. Lyons personally appeared JOHN J. SULLIVAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. A. Lyons (Seal)



SCHEDULE A

Common Law Marks

Website: www.pcd1.com

PCD 2

Most Resistance

<u>PCD 2.1</u>	Namsa BI Disc, DN-06	28
<u>PCD 2.2</u>	Steris BI Strip, NA005	28
<u>PCD 2.5</u>	MESA BI strip in glassine, SGMG/6	37
<u>PCD 2.6</u>	3M Attest™ 1264-S SCBI	58
<u>PCD 2.7</u>	Steris BI strip in glassine, NA005	37
<u>PCD 2.8</u>	Namsa MiniStrip BI, STN 062	28
<u>PCD 2.9</u>	3M Attest™ 1294-S RRBI	58
<u>PCD 2.12</u>	Namsa BI Strip, STN 06	28
<u>PCD 2.13</u>	MESA EZ Test EZG/6 SCBI	58
<u>PCD 2.28</u>	Namsa MiniStrip BI in glassine, STN062	37

PCD 3

Least Resistance

<u>PCD 3.2</u>	Steris BI Strip, NA 005	3
<u>PCD 3.5</u>	MESA BI strip in glassine, SGMG/6	4
<u>PCD 3.6</u>	3M Attest™ 1264-S SCBI	5
<u>PCD 3.13</u>	MESA EZ Test EZG/6 SCBI	3

PCD 4

Medium Resistance

<u>PCD 4.1</u>	Namsa BI Disc, DN-06	21
<u>PCD 4.2</u>	Steris BI Strip, NA005	21
<u>PCD 4.5</u>	MESA BI strip in glassine, SGMG/6	32
<u>PCD 4.6</u>	3M Attest™ 1264-S SCBI	50
<u>PCD 4.7</u>	Steris BI strip in glassine, NA005	32
<u>PCD 4.9</u>	3M Attest™ 1294-S RRBI	50
<u>PCD 4.13</u>	MESA EZ Test EZG/6 SCBI	50
<u>PCD 4.19</u>	MESA A2X10/6G BI Mini Strip in glassine	32

PCD 5

Low Resistance

<u>PCD 5.1</u>	Namsa BI Disc, DN-06	4
<u>PCD 5.2</u>	Steris BI Strip, NA005	4
<u>PCD 5.5</u>	MESA BI strip in glassine, SGMG/6	7
<u>PCD 5.8</u>	Namsa STN-062 BI Mini Strip in Glassine	
<u>PCD 5.13</u>	MESA EZTest EZG/6 SCBI	13
<u>PCD 5.62</u>	3M Attest™ 1264-S SCBI	13
<u>PCD 5.92</u>	3M Attest™ 1294-S RRBI	13

PCD 6

Medium Resistance

<u>PCD 6.1</u>	Namsa BI Disc, DN-06	12
<u>PCD 6.2</u>	Steris BI strip, NA005	12
<u>PCD 6.5</u>	MESA BI strip in glassine, SGMG/6	17
<u>PCD 6.6</u>	3M Attest™ 1264-S SCBI	35
<u>PCD 6.7</u>	Steris BI strip in glassine, NA005	17
<u>PCD 6.9</u>	3M Attest™ 1294-S RRBI	35
<u>PCD 6.13</u>	MESA EZ Test EZG/6 SCBI	35

PCD 7

Medium Resistance

<u>PCD 7.1</u>	Namsa BI Disc, DN-06	9
<u>PCD 7.2</u>	Steris BI strip, NA005	9
<u>PCD 7.5</u>	MESA BI strip in glassine, SGMG/6	14
<u>PCD 7.6</u>	3M Attest™ 1264-S SCBI	26
<u>PCD 7.7</u>	Steris BI Strip in glassine, NA 005	14
<u>PCD 7.9</u>	3M Attest™ 1294-S RRBI	26
<u>PCD 7.13</u>	MESA EZ Test EZG/6 SCBI	26

Registered Marks

Mark	Country	Registration No.	Registration Date
PROCESS CHALLENGE DEVICES	United States	2,516,142	December 11, 2001
PCD	United States	2,641,458	October 29, 2002