

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BGI Instruments, Inc.		04/15/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Mesa Laboratories, Inc.		
Street Address:	12100 W. 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:	3355892	THE CHALLENGER	
Registration Number:	3323676	TETRACAL	
CORRESPONDENCE DATA			
Fax Number:	7818901150		
<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:	781 890-5678		
Email:	admin@iandiorio.com		
Correspondent Name:	Kirk Teska		
Address Line 1:	255 Bear Hill Road		
Address Line 2:	Iandiorio Teska & Coleman, LLP		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	BGI-105J & BGI-106J		
NAME OF SUBMITTER:	Kirk Teska		
SIGNATURE:	/Kirk Teska/		
DATE SIGNED:	04/13/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of the 15th day of April, 2014, by and between BGI, Incorporated, a Massachusetts corporation ("BGI"), and BGI Instruments, Inc., a Massachusetts corporation ("BGI Instruments" and together with BGI, "Assignors"), as assignors, and Mesa Laboratories, Inc., a Colorado corporation ("Assignee"), as assignee.

RECITALS

WHEREAS, Assignors and Assignee have entered into a certain Asset Purchase Agreement dated as of April 15, 2014 ("Purchase Agreement"), pursuant to the terms of which Assignors agreed to assign the Purchased Assets (as defined in the Purchase Agreement) to Assignee;

WHEREAS, the Purchased Assets include those trademarks identified and set forth on Schedule A attached hereto (such trademarks being referred to herein as the "Marks"); and

WHEREAS, Assignors and Assignee are desirous of making this Assignment a matter of record in the U.S. Patent and Trademark Office and with any other appropriate foreign or international office or registrar.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors do hereby sell, assign, transfer and set over to Assignee, its successors and assigns, and Assignee does hereby accept, the entire right, title and interest of Assignors in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the effective date of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
2. Assignors authorize and request the Commissioner of Patents and Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international

office or registrar) to record Assignee as owner of the Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, and to register any and all trademarks thereon to Assignee, as assignee of Assignor's right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.


3. Assignors shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance upon Assignee's reasonable request and at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the prosecution or defense of any interference, opposition, cancellation, infringement, concurrent use proceeding or other proceedings that may arise in connection with any of the trademark rights assigned herein, including, but not limited to, testifying as to any facts relating to the trademark rights assigned herein and this Assignment; (2) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (3) in the implementation or perfection of this Assignment.
4. Assignors hereby appoint Assignee and its successors and assigns as Assignors' true and lawful attorneys with full power of substitution, in Assignors' names and stead but on behalf and for the benefit of Assignee and its successors and assigns, for the limited purpose of prosecuting and maintaining the Marks before any trademark office worldwide, at the expense of and for the benefit of Assignee and its successors and assigns, or executing such documents, which Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Marks. The dissolution of Assignors will not work a revocation of the foregoing powers.
5. The execution and delivery of this Assignment shall not, in any way, affect or limit the rights and obligations of Assignors and Assignee under, or enlarge, restrict or otherwise modify the terms of the Purchase Agreement.
6. This Assignment shall be governed by, and construed and interpreted in accordance with the laws of the State of Colorado applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.
7. This Assignment may be executed in counterpart copies and receipt by facsimile or electronic transmission of executed copies will be legally binding.

[Signature Page Follows]

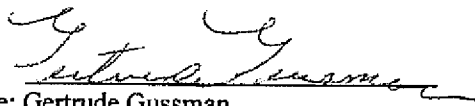
IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first written above.

ASSIGNORS:

BGI, INCORPORATED

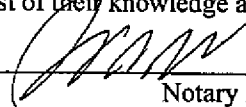
By: 
Name: Gertrude Gussman
Its: President

BGI INSTRUMENTS, INC.

By: 
Name: Gertrude Gussman
Its: President

STATE OF)
) SS.
COUNTY OF)

On this 15th day of April, 2014, before me, the undersigned notary public, personally appeared Gertrude Gussman, proved to me through satisfactory evidence of identification, which was a NY ID, to be the person whose name is signed on the foregoing document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.


Notary Public

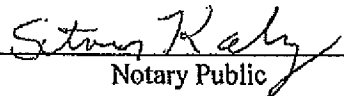
ASSIGNEE:

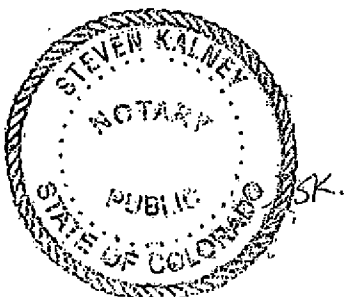
MESA LABORATORIES, INC.

By: 
Name: John J. Sullivan
Its: President and Chief Executive Officer

STATE OF COLORADO)
)
COUNTY OF JEFFERSON) SS.

On this 15 day of APRIL, 2014, before me, the undersigned notary public, personally appeared John J. Sullivan, proved to me through satisfactory evidence of identification, which was a DL 05380822, to be the person whose name is signed on the foregoing document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.


Notary Public
EXP 10/29/2016



SCHEDULE A

Trademarks

	Mark	Reg. no.	Filing Date	Class(es)	Status
1.	TETRACAL (and triangle Design)	3,323,676	March 12, 2007	09, 21, 23, 26,36	Registered October 30, 2007
2.	THE CHALLENGER	3,355,892	April 10, 2007	09, 21, 23, 26,36	Registered December 18, 2007
3.	GK	4,501,589	August 14, 2013	07	Registered March 25, 2014
4.	SCC	4,501,577	August 14, 2013	07	Registered March 25, 2014
5.	VSCC	4,501,582	August 14, 2013	07	Registered March 25, 2014
6.	VM	4,501,587	August 14, 2013	07	Registered March 25, 2014
7.	VM (and Arrow Design)	n/a	August 14, 2013	07	Pending
8.	HIVOLCAL	4,505,010	August 14, 2013	09	Registered April 1, 2014
9.	MINIPM	4,505,008	August 14, 2013	09	Registered April 1, 2014
10.	DELTACAL	4,505,009	August 14, 2013	09	Registered April 1, 2014