

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scale-Tronix, Inc.		05/14/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Welch Allyn, Inc.		
Street Address:	4341 State Street Road		
City:	Skaneateles Falls		
State/Country:	NEW YORK		
Postal Code:	13153		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86566205	SCALE-TRONIX	
Registration Number:	3178963	SLINGSCALE	
Registration Number:	2738724	STOW-A-WEIGH	
Registration Number:	1327608	SLINGSCALE	
Registration Number:	1551695	SCALE-TRONIX 2001 SLINGSCALE	
Registration Number:	1141152	ST	
CORRESPONDENCE DATA			
Fax Number:	3156710711		
<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:	3156710707		
Email:	rpurcell@repurcelllaw.com		
Correspondent Name:	Robert E. Purcell		
Address Line 1:	211 West Jefferson Street		
Address Line 2:	Suite 24		
Address Line 4:	Syracuse, NEW YORK 13202		
NAME OF SUBMITTER:	Robert E. Purcell		
SIGNATURE:	/Robert E. Purcell/		
DATE SIGNED:	05/14/2015		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment"), dated effective as of May 4, 2015, ("Effective Date"), is from Scale-Tronix, Inc., a New York corporation ("Assignor"), in favor of Welch Allyn, Inc., a New York corporation ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date ("Purchase Agreement") by and between Assignee and Assignor.

WHEREAS, pursuant to and subject to the terms of the Purchase Agreement, Assignor has agreed to sell, transfer and assign Assignor's entire right, title, interest and goodwill in and to the trademarks identified on the attached Exhibit A ("Trademarks") and in and to the applications and registrations for the Trademarks identified on the attached Exhibit A ("Applications and Registrations"); and

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire right, title and interest in and to the Trademarks and the Applications and Registrations, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire worldwide right, title and interest in and to the Trademarks and the Applications and Registrations, including, without limitation, any and all common law rights thereto, the good will of the business symbolized thereby, and the right to enforce the Trademarks against any and all past and future infringements (including, without limitation, the right to sue for and to collect and retain damages caused by any such infringement).

2.(a) Assignor agrees to perform all affirmative acts which may be reasonably requested by Assignee to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign office, as well as to cooperate reasonably with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks.

(b) Assignor further authorizes the Director of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations, and/or renewals for Trademarks that may be granted upon any application or petition for same to Assignee, and/or to Assignee's successors and/or assigns.

(c) Assignor hereby grants to Assignee and its attorneys the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation of the assignment by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

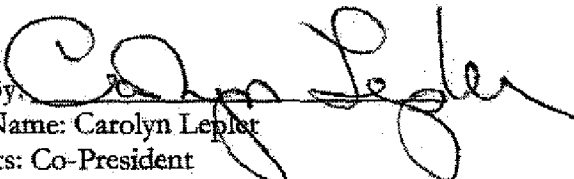
3. Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained in this Trademark Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of the parties set forth in the Purchase Agreement, nor shall this Trademark Assignment expand or enlarge any remedies under the Purchase Agreement. This Trademark Assignment is intended only to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall control.

4. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

IN TESTIMONY WHEREOF, the below-indicated, authorized representative of Assignor has executed this Trademark Assignment effective as of the day and year first set forth above.

SCALE-TRONIX, INC.


Date: 5-14-15

By: 
Name: Carolyn Lepler
Its: Co-President

STATE OF New York,
COUNTY OF Westchester)ss.

On this 14th day of May, 2015, before me personally appeared Carolyn Lepler to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]


Notary Public

ROSEMARIE MUSCOLO
NOTARY PUBLIC, State of New York
4753358
Qualified in Westchester County
Commission Expires February 28, 2018

EXHIBIT A

TRADEMARKS

Mark	Serial No.	Reg. No.	Application Filing Date/Reg. Date
SLINGSCALE		3,178,963	April 8, 2005/December 5, 2006
STOW-A-WEIGH		2,738,724	February 21, 2002/July 15, 2003
SLINGSCALE		1,327,608	October 21, 1983/March 26, 1985
SCALE-TRONIX 2001 SLINGSCALE		1,551,695	July 18, 1988/August 15, 1989
ST		1,141,152	June 4, 1979/November 4, 1980
SCALE-TRONIX	86/566,205		March 17, 2015