

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bose Corporation		05/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TA INSTRUMENTS-WATERS LLC		
Street Address:	34 MAPLE STREET		
City:	MILFORD		
State/Country:	MASSACHUSETTS		
Postal Code:	07157		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4728978	3DCULTUREPRO	
Registration Number:	3546865	BIODYNAMIC	
Registration Number:	2584389	ELECTROFORCE	
Registration Number:	4102677	ENDURATEC	
Registration Number:	3587961	TUNEIQ	
Registration Number:	2418685	WINTEST	
Serial Number:	86203211	ABOVE & BEYOND	
Serial Number:	86275375	CARDIOPULSE	
Serial Number:	86275413	DURAPULSE	
Serial Number:	86275435	HYDRAPULSE	
Serial Number:	86275471	PEAKIQ	
Serial Number:	86275449	PHYSIOPULSE	
Serial Number:	86275487	PULSEIQ	
Serial Number:	86203186	YOUR SUCCESS. OUR MISSION.	
CORRESPONDENCE DATA			
Fax Number:	6176079200		
<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:	617-449-6500		

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Email: ktoms@mccarter.com
Correspondent Name: Keith Toms, Esq.
Address Line 1: 265 FRANKLIN ST
Address Line 2: MCCARTER & ENGLISH LLP
Address Line 4: BOSTON, MASSACHUSETTS 02110-3113

ATTORNEY DOCKET NUMBER: 124694-33601

NAME OF SUBMITTER: Keith Toms, Esq.

SIGNATURE: /Keith Toms/

DATE SIGNED: 06/04/2015

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This trademark assignment (the "Assignment") is made as of this 22nd day of May, 2015 by Bose Corporation, a Delaware corporation, having a place of business at The Mountain Road, Framingham, Massachusetts 01701 ("Assignor") to TA Instruments-Waters L.L.C., a Delaware limited liability company, having a place of business at 34 Maple Street, Milford, Massachusetts 01757 ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as of May 22, 2015 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor is the owner of the trademark applications and registrations identified on Schedule A and Schedule B (the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to such Assigned Marks;

NOW, THEREFORE, subject to the terms and conditions of the Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Marks, inclusive of (a) all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention, and (b) all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. The trademark applications listed on Schedule B are being assigned as part of the entire business or portion thereof to which the marks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

3. From and after the Closing Date, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and do all acts necessary or proper to consummate this Assignment and to vest and confirm in Assignee, its successors and assigns, the legal title to all Assigned Marks and the goodwill of the business connected with the use of, and symbolized by, the Assigned Marks.

4. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.

5. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction).

7. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature page follows]

Witness my hand and seal this 22nd day of May, 2015.

BOSE CORPORATION

By: Robert L. Maresca

Name: Robert L. Maresca

Title: President and Chief Executive Officer

**Schedule A
Assignment of Trademarks**

<u>Mark</u>	<u>Country</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
ELECTROFORCE	Australia	1109426	April 18, 2006
ELECTROFORCE	Canada	720862	August 14, 2008
ELECTROFORCE	China	5459961	June 21, 2009
BIODYNAMIC	European Community	8259897	January 12, 2009
ELECTROFORCE	European Community	5024963	April 12, 2007
TUNEIQ	European Community	8260044	December 1, 2009
ELECTROFORCE	Hong Kong	300621323	April 19, 2006
ELECTROFORCE	Japan	5125421	April 4, 2008
ELECTROFORCE	Malaysia	2012051560	March 13, 2012
3DCULTUREPRO	United States	4728978	April 28, 2015
BIODYNAMIC	United States	3546865	December 16, 2008
ELECTROFORCE	United States	2584389	June 25, 2002
ENDURATEC	United States	4102677	February 21, 2012
TUNEIQ	United States	3587961	March 10, 2009
WINTEST	United States	2418685	January 9, 2001

Schedule B
Assignment of Intent-to-Use Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
ABOVE & BEYOND	United States	86/203211	February 25, 2014
CARDIOPULSE	United States	86/275375	May 8, 2014
DURAPULSE	United States	86/275413	May 8, 2014
HYDRAPULSE	United States	86/275435	May 8, 2014
PEAKIQ	United States	86/275471	May 8, 2014
PHYSIOPULSE	United States	86/275449	May 8, 2014
PULSEIQ	United States	86/275487	May 8, 2014
YOUR SUCCESS. OUR MISSION.	United States	86/203186	February 25, 2014