

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351378

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|---|-------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Special Situations Fund III, L.P. | | 08/13/2015 | LIMITED PARTNERSHIP: DELAWARE |
| Special Situations Private Equity Fund, L.P. | | 08/13/2015 | LIMITED PARTNERSHIP: DELAWARE |
| Special Situations Technology Fund, L.P. | | 08/13/2015 | LIMITED PARTNERSHIP: DELAWARE |
| Special Situations Cayman Fund, L.P. | | 08/13/2015 | LIMITED PARTNERSHIP: CAYMAN ISLANDS |
| Special Situations Technology Fund II, L.P. | | 08/13/2015 | LIMITED PARTNERSHIP: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Fluke Corporation | | |
| Street Address: | 6920 Seaway Blvd. | | |
| City: | Everett | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98204 | | |
| Entity Type: | CORPORATION: WASHINGTON | | |
| Name: | Fluke Electronics Corporation | | |
| Street Address: | 6920 Seaway Blvd. | | |
| City: | Everett | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98204 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2009418 | VISUAL UPTIME | |
| Registration Number: | 2936742 | VISUAL IP INSIGHT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127352000 | | |
| <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> | | | |
| TRADEMARK | | | |

CH \$65.00 2009418

Phone: 2127353000
Email: sara.mooney@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Rebecca Rodal
Address Line 4: New York, NEW YORK 10036

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 184990/1 |
| NAME OF SUBMITTER: | Rebecca Rodal |
| SIGNATURE: | /Rebecca Rodal/ |
| DATE SIGNED: | 08/13/2015 |

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 13, 2015 (this "Release"), is made by SPECIAL SITUATIONS FUND III, L.P., a Delaware limited partnership with an office located at 153 East 53rd Street, 51st Floor, New York, New York 10022, SPECIAL SITUATIONS PRIVATE EQUITY FUND, L.P., a Delaware limited partnership with an office located at 153 East 53rd Street, 51st Floor, New York, New York 10022, SPECIAL SITUATIONS TECHNOLOGY FUND, L.P., a Delaware limited partnership with an office located at 153 East 53rd Street, 51st Floor, New York, New York 10022, SPECIAL SITUATIONS CAYMAN FUND, L.P., a Cayman Islands limited partnership with an address at c/o Walkers SPV Limited, Walker House, P.O. Box 908GT, Mary Street, George Town, Grand Cayman, and SPECIAL SITUATIONS TECHNOLOGY FUND II, L.P., a Delaware limited partnership with an office located at 153 East 53rd Street, 51st Floor, New York, New York 10022 (each, an "Assignor," and collectively, the "Assignors"), in favor of FLUKE CORPORATION, a Washington corporation and FLUKE ELECTRONICS CORPORATION, a Delaware corporation (as successors in interest to VISUAL NETWORKS, INC., VISUAL NETWORKS OPERATIONS, INC., VISUAL NETWORKS INTERNATIONAL OPERATIONS, INC. and VISUAL NETWORKS TECHNOLOGIES, INC. (collectively, the "Grantors")) (together, the "Assignee"). Capitalized terms used in this Release but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, the Assignors and the Grantors entered into that certain Trademark Security Agreement in favor of the Assignors, dated as of August 8, 2005 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, to secure the complete and timely payment and satisfaction of the Obligations, each Grantor granted to the Assignors, and reaffirmed its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Collateral"), whether then owned or existing or thereafter created or acquired:

- (a) Each trademark listed on Schedule 1 annexed thereto, together with any reissues, continuations or extensions thereof (each a "Trademark"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (b) All products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on September 7, 2005, at Reel/Frame Number 3155/0086; and

WHEREAS, the Obligations have been fully paid and performed and the Assignee hereby requests that the Assignors execute this Release in order to evidence the release of each Assignor's continuing security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. Each Assignor hereby terminates, cancels and releases fully, without representation, warranty or recourse of any kind, its continuing security interest in the Collateral, including the trademarks listed on Schedule A hereto, and any right, title and interest of such Assignor in the Collateral shall hereby terminate, cease and become void.

2. Authorization to Record. The Assignors hereby authorize the Assignee or the Assignee's authorized representative to record this Release with the United States Patent and Trademark Office.


3. Further Assurances. The Assignors shall execute and deliver any and all documents or other instruments reasonably requested by the Assignee, at the Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW.


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IN WITNESS WHEREOF, each Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its duly authorized officer as of the date first above written.


SPECIAL SITUATIONS FUND III, L.P.

By: 
Name: Adam Stettner
Title: Managing Partner

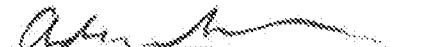
SPECIAL SITUATIONS PRIVATE EQUITY FUND, L.P.

By: 
Name: Adam Stettner
Title: Managing Partner


SPECIAL SITUATIONS TECHNOLOGY FUND, L.P.

By: 
Name: Adam Stettner
Title: Managing Partner

SPECIAL SITUATIONS CAYMAN FUND, L.P.

By: 
Name: Adam Stettner
Title: Managing Partner

SPECIAL SITUATIONS TECHNOLOGY FUND II, L.P.

By: 
Name: Adam Stettner
Title: Managing Partner

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A

| Mark | Registration Number (Application Number) |
|--------------------------|---|
| VISUAL UPTIME | 2009418 |
| VISUAL NETWORKS | 2122626 |
| BURST ADVISOR | 2224976 |
| EWATCHER | 2477263 |
| TRINITY | 2497464 |
| VISUAL NETWORKS | 2629056 |
| VISUAL IP INSIGHT | 2936742 |
| MEASUREMENTS THAT MATTER | 2248906 |
| INVERSE IP INSIGHT | 2304103 |
| INVERSE IP INSIGHT | 2389211 |
| AVESTA TECHNOLOGIES | 2203246 |
| IWATCHER | 2115387 |
| VISUAL IP INSIGHT | (76139116) |