

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tektronix Canada, Inc.		08/13/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Tektronix Texas, LLC		
Street Address:	310 Littleton Rd.		
City:	Westford		
State/Country:	MASSACHUSETTS		
Postal Code:	01886		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2591901	POWER PROBE	
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>			
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:	08/14/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), dated as of August 13, 2015, is by and between Tektronix Canada Inc., a Canadian corporation ("Assignor") and Tektronix Texas, LLC, a Delaware limited liability company ("Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Separation and Distribution Agreement (as defined herein below).

WHEREAS, pursuant to that certain Separation and Distribution Agreement by and between Danaher Corporation ("Danaher") and Potomac Holding LLC ("Newco"), dated as of October 12, 2014 (the "Separation and Distribution Agreement"), Danaher agreed to assign to Newco or one or more Newco Subs the Communications Assets and all of Danaher's and its applicable Subsidiaries' right, title and interest in in, to and under the Communications Assets, including all of Assignor's right, title, and interest in and to the trademark registration set forth on Schedule A hereto (the "Assigned Mark"); and

WHEREAS, Newco has designated Assignee as the appropriate Newco Sub to receive the sale, conveyance, assignment, and transfer of all of Assignor's right, title, and interest in and to the Assigned Mark and Assignor is willing to sell, convey, assign, and transfer such right, title, and interest to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to (i) the Assigned Mark, together with the goodwill symbolized thereby and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof and (c) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Mark, and to issue the Assigned Mark to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Mark.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and

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) as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein, including: (a) the preparation and prosecution by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the Separation and Distribution Agreement.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

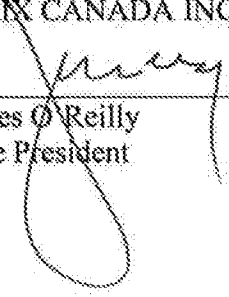
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the courts located in the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

TEKTRONIX CANADA INC.

By: 
Name: James O. Reilly
Title: Vice President

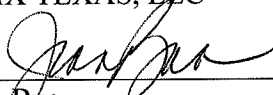
[Signature Page to Trademark Assignment – Tektronix Canada Inc.]

TRADEMARK
REEL: 005600 FRAME: 0176

Acknowledged and Accepted:

ASSIGNEE:

TEKTRONIX TEXAS, LLC

By: 
Name: Jean Bua
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Assignment – Tektronix Canada Inc.]

SCHEDULE A TO TRADEMARK ASSIGNMENT

Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Owner
POWER PROBE	75/501,896 (15-Jun-1998)	2,591,901 (09-Jul-2002)	Tektronix Canada Inc.