

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351561

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tektronix, Inc.		08/13/2015	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tektronix Texas, LLC		
<b>Street Address:</b>	310 Littleton Rd.		
<b>City:</b>	Westford		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01886		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3072184	CAPTUREVU	
<b>Registration Number:</b>	2096743	GEOPROBE	
<b>Registration Number:</b>	3690136	ZOEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2127353000		
<b>Email:</b>	sara.mooney@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Rebecca Rodal		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	184990/1		
<b>NAME OF SUBMITTER:</b>	Rebecca Rodal		
<b>SIGNATURE:</b>	/rebecca rodal/		
<b>DATE SIGNED:</b>	08/14/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), dated as of August 13, 2015, is by and between Tektronix, Inc., an Oregon 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 Contribution Agreement or Separation and Distribution Agreement (each 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' (including Assignor's) right, title and interest in, to and under the Communications Assets;

**WHEREAS**, pursuant to that certain Contribution Agreement between Assignor and Assignee, dated as of June 26, 2015 (the "Contribution Agreement"), Assignor contributed to Assignee, and Assignee accepted, all of the Assets, including all of Assignor's right, title, and interest in and to the trademark registrations set forth on Schedule A hereto (collectively, the "Assigned Marks"); and

**WHEREAS**, the Parties now seek to enter into this Assignment in order to confirm and evidence the sale, conveyance, assignment, and transfer to Assignee of all of Assignor's right, title, and interest in and to the Assigned Marks.

**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 Marks, 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 Marks, and to issue any and all Assigned Marks 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 Marks.

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 Contribution Agreement or 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.

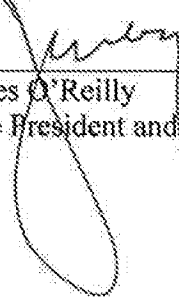
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be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


By:   
Name: James O'Reilly  
Title: Vice President and Secretary

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

Acknowledged and Accepted:

ASSIGNEE:

TEKTRONIX TEXAS, LLC

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

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

SCHEDULE A TO TRADEMARK ASSIGNMENT

<b>Trademark</b>	<b>App. No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>
CAPTUREVU	78/529,008 (08-Dec-2004)	3,072,184 (21-Mar-2006)	Tektronix, Inc.
GEOPROBE	75/069,240 (08-Mar-1996)	2,096,743 (16-Sep-1997)	Tektronix, Inc.
ZOEY	77/430,995 (25-Mar-2008)	3,690,136 (29-Sep-2009)	Tektronix, Inc.