

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fluke Corporation		08/13/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	AirMagnet, Inc.		
Street Address:	310 Littleton Rd.		
City:	Westford		
State/Country:	MASSACHUSETTS		
Postal Code:	01886		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2748459	AIRMAGNET	
Registration Number:	2748521	AIRMAGNET	
Registration Number:	3835771	AIRMEDIC	
Registration Number:	2757320	AIRWISE	
Registration Number:	2946755	CLEARLIGHT NETWORKS	
Registration Number:	3999635		
Registration Number:	3086379	ETHERSCOPE	
Registration Number:	4736080	FLUKE NETWORKS LINKSPRINTER	
Registration Number:	1908247	LANMETER	
Registration Number:	3893804	NETALLY	
Registration Number:	3390837	OPTIVIEW	
Registration Number:	2936742	VISUAL IP INSIGHT	
Serial Number:	85537027	VISUAL NETWORK SYSTEMS	
Registration Number:	3928353	VISUAL NETWORKS	
Registration Number:	2354650	NETALLY	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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
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NAME OF SUBMITTER:	Rebecca Rodal
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SIGNATURE:	/rebecca rodal/
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DATE SIGNED:	08/14/2015
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), dated as of August 13, 2015, is by and between Fluke Corporation, a Washington corporation ("Assignor") and AirMagnet, Inc., a California corporation ("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 applications and registrations set forth on Schedule A hereto (collectively, the "Assigned Marks"); 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 Marks 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 Marks, together with the goodwill symbolized thereby and, with regard to any Assigned Marks that are intent to use applications, the Parties acknowledge that the portion of Assignor's business in respect of which Assignor has a bona fide intent to use such marks is also being transferred pursuant and subject to the Separation and Distribution Agreement, 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 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:

FLUKE CORPORATION

By: 

Name: James O'Reilly

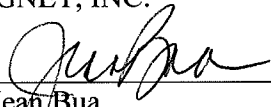
Title: Vice President and Secretary

[Signature Page to Trademark Assignment – Fluke Corporation]

Acknowledged and Accepted:

ASSIGNEE:

AIRMAGNET, INC.

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

[Signature Page to Trademark Assignment – Fluke Corporation]

TRADEMARK
REEL: 005605 FRAME: 0966

SCHEDULE A TO TRADEMARK ASSIGNMENT

Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Owner
AIRMAGNET	76/367,788 (05-Feb-2002)	2,748,459 (05-Aug-2003)	Fluke Corporation
AIRMAGNET and Design	76/391,415 (03-Dec-2002)	2,748,521 (05-Aug-2003)	Fluke Corporation
AIRMEDIC	77/606,987 (04-Nov-2008)	3,835,771 (17-Aug-2010)	Fluke Corporation
AIRWISE	76/399,843 (23-Apr-2002)	2,757,320 (26-Aug-2003)	Fluke Corporation
CLEARLIGHT NETWORKS	78/284,153 (06-Aug-2003)	2,946,755 (03-May-2005)	Fluke Corporation
Design Only	85/085,964 (15-Jul-2010)	3,999,635 (19-Jul-2011)	Fluke Corporation
ETHERSCOPE	78/410,854 (29-Apr-2004)	3,086,379 (25-Apr-2006)	Fluke Corporation
FLUKE NETWORKS LINKSPRINTER	86/095,270 (18-Oct-2013)	4,736,080 (12-May-2015)	Fluke Corporation
LANMETER	74/494,858 (09-May-1995)	1,908,247 (01-Aug-1995)	Fluke Corporation
NETALLY	85/032,808 (07-May-2010)	3,893,804 (21-Dec-2010)	Fluke Corporation
NETALLY	75/550,802 (10-Sep-1998)	2,354,650 (06-Jun-2000)	Fluke Corporation
OPTIVIEW	77/067,446 (19-Dec-2006)	3,390,837 (04-Mar-2008)	Fluke Corporation
VISUAL IP INSIGHT	76/976,989 (02-Oct-2000)	2,936,742 (29-Mar-2005)	Fluke Corporation
VISUAL NETWORK SYSTEMS	85/537,027 (08-Feb-2012)		Fluke Corporation
VISUAL NETWORKS	85/081,809 (09-Jul-2010)	3,928,353 (08-Mar-2011)	Fluke Corporation