

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hypack, Inc.		10/22/2015	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	YSI Incorporated		
Street Address:	1700/1725 Brannum Lane		
City:	Yellow Springs		
State/Country:	OHIO		
Postal Code:	45387-1107		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86514284	HYPACK	
Serial Number:	85052714	HYSWEEP	
Serial Number:	85052695	DREDGEPACK	
CORRESPONDENCE DATA			
Fax Number:	6104070701		
<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:	6104070700		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	John W. McGlynn		
Address Line 1:	PO Box 980		
Address Line 4:	Valley Forge, PENNSYLVANIA 19482		
NAME OF SUBMITTER:	John W. McGlynn		
SIGNATURE:	/jwm/		
DATE SIGNED:	11/18/2015		
Total Attachments: 4			
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source=YSI assignment#page2.tif			
source=YSI assignment#page3.tif			

OP \$90.00 86514284

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS, dated as of October 22, 2015 (this "Assignment"), by Hypack, Inc., a Connecticut corporation (the "Seller"), in favor of YSI Incorporated, an Ohio corporation (the "Purchaser").

WHEREAS, the Seller and the Purchaser are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, the Seller has sold and assigned to the Purchaser, and the Purchaser has purchased and assumed from the Seller, substantially all of the assets and certain liabilities of the Business (as defined in the Purchase Agreement), as more particularly set forth therein; and

WHEREAS, pursuant to Section 2.07 of the Purchase Agreement, the Seller is required to execute this Assignment;

NOW, THEREFORE, in consideration of the premises and for the payment of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller, intending to be legally bound, agrees as follows:

1. Capitalized Terms. Capitalized terms used in this Assignment but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.
2. Assignment. The Seller hereby assigns, conveys and transfers to the Purchaser all of the Seller's worldwide right, title and interest in, to and under the Seller's registered and unregistered domestic and foreign trademarks, trademark applications, trade names and service marks, including, without limitation, the trademarks, trademark applications, trade names and service marks set forth on Schedule A attached hereto, together with (a) all issuances, extensions and renewals of any of the foregoing, (b) the goodwill of the business connected with the use of, and symbolized by, any of the foregoing, (c) all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, international treaties and/or conventions throughout the world, (d) all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing, and (e) all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the "Assigned Marks").
3. Recordation. The Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by the Purchaser.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Seller's Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without giving effect to any rules or principles of conflict of laws that would cause the application of laws of any jurisdiction other than those of the State of Connecticut.

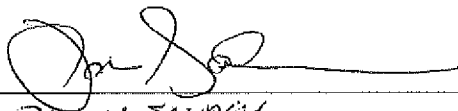
6. Successors and Assigns. The provisions of this Assignment shall inure to the benefit of the Purchaser and its successors and assigns and be binding upon the Seller and its successors and assigns.

7. Further Assurances. The Seller shall execute and deliver to the Purchaser any and all documents, and take such further acts, in addition to those expressly provided for herein, that may be necessary or appropriate to more effectively transfer and assign to, and vest in, the Purchaser each of the Assigned Marks, all at the sole cost and expense of the Seller.

[Signature page follows.]

IN WITNESS WHEREOF, the Seller has duly executed this Assignment as of the date first written above.

HYPACK, INC.


By: 
Name: PATRICK SANDELL
Title: TREASURER

[Signature Page to Assignment of Trademarks and Service Marks]

TRADEMARK
REEL: 005670 FRAME: 0927

Schedule A

Assigned Marks

Mark	Application No.	Filing Date	Registration No.	Registration Date	Goods/Services
HYPACK	86514284	01/26/2015	Not yet issued; published for opposition on 09/22/2015	N/A	Software
HYSWEEP	85052714	06/02/2010	3916611	02/08/2011	Software
DREDGEPACK	85052695	06/02/2010	3916610	02/08/2011	Software
SOUNDING BETTER!	N/A	N/A	N/A	N/A	Newsletter
	N/A	N/A	N/A	N/A	Logo