

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cognex Corporation		07/06/2015	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	AMETEK, Inc.		
Street Address:	1100 Cassatt Road		
City:	Berwyn		
State/Country:	PENNSYLVANIA		
Postal Code:	19312		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4112246	SMARTADVISOR	
Registration Number:	3187113	SMARTLEARN	
Registration Number:	2607289	SMART VIEW	
Serial Number:	86169827	VISIONGEAR	
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:	610-407-0700		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	John W. McGlynn of RatnerPrestia		
Address Line 1:	PO Box 980		
Address Line 4:	Valley Forge, PENNSYLVANIA 19482		
ATTORNEY DOCKET NUMBER:	AMTS-00001		
NAME OF SUBMITTER:	John W. McGlynn		
SIGNATURE:	/jwm/		
DATE SIGNED:	12/03/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of July 6, 2015, is made by Cognex Corporation, a Massachusetts corporation, having a usual place of business at One Vision Drive, Natick, Massachusetts 01760 (“**Seller**”), in favor of AMETEK, Inc., a Delaware corporation, having a usual place of business at 1100 Cassatt Road, Berwyn, Pennsylvania 19312-1177 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of June 5, 2015, by and between Seller and Buyer (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing, or otherwise corresponding to any of the foregoing, provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including 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 but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

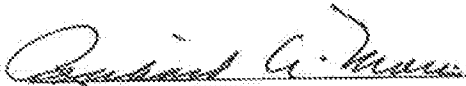
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

COGNEX CORPORATION

By: 

Name: Richard A. Morin

Its: Executive Vice President of Finance and
Administration and
Chief Financial Officer

AGREED TO AND ACCEPTED:

BUYER:

AMETEK, INC.

By: _____

Name: Robert S. Feit

Its: Senior Vice President and
General Counsel

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005681 FRAME: 0380

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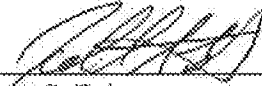
SELLER:

COGNEX CORPORATION

By: _____
Name: Richard A. Morin
Its: Executive Vice President of Finance and
Administration and
Chief Financial Officer

AGREED TO AND ACCEPTED:

BUYER:
AMETEK, INC.

By:  _____
Name: Robert S. Feit
Its: Senior Vice President and
General Counsel

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005681 FRAME: 0381

**SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Serial No.</u>
SMARTADVISOR	US	4112246	77844164
SMARTLEARN	US	3187113	78813396
SMARTLEARN	EU	4939229	
SMARTLEARN	JP	4910866	
SMARTVIEW	US	2607289	76266065
SMARTVIEW	EU	1961812	
SMARTVIEW	JP	4579400	
SMARTVIEW	TW	89061606	
VISIONGEAR	US		86169827

[SCHEDULE 1 TO TRADEMARK ASSIGNMENT AGREEMENT]