TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383470

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Systems Ltd.		05/03/2016	Corporation: CANADA

RECEIVING PARTY DATA

Name:	2507017 Ontario Inc.
Street Address:	1049 Camino Dos Rios
City:	Thousand Oaks
State/Country:	CALIFORNIA
Postal Code:	91360
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4694705	BATHY DATABASE
Registration Number:	2519340	CARIS
Registration Number:	4895842	HPD
Registration Number:	4334937	HIPS
Registration Number:	4375472	ONE FEATURE, ONE TIME
Registration Number:	4424232	PING-TO-CHART
Registration Number:	2596727	SPATIAL FUSION
Registration Number:	4521340	SIPS
Serial Number:	86833054	CARIS ONBOARD
Serial Number:	86541349	CARIS ONBOARD
Serial Number:	86675593	CSAR
Serial Number:	86913392	HIPS AND SIPS

CORRESPONDENCE DATA

Fax Number: 8053734808

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.

Phone: 8053734885
Email: wendy.billingsley@teledyne.com
Correspondent Name: Wendy K. Billingsley
Address Line 1:   1049 Camino Dos Rios

CH $315.00 4694705

TRADEMARK

Address Line 4:	Thousand Oaks, CALIFORNIA 91360
NAME OF SUBMITTER:	Wendy K. Billingsley
SIGNATURE:	/Wendy K. Billingsley/
DATE SIGNED:	05/06/2016

Total Attachments: 6
source=No. 28 USL - Confirmatory Trademark Assignment#page1.tif
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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (this **"Assignment"**) between **Universal Systems Ltd.**, a corporation incorporated under the laws of New Brunswick, Canada (**"Assignor"**), and **2507017 Ontario Inc.**, a corporation incorporated under the laws of Ontario, Canada (**"Assignee"**) is effective as of the date it was executed by Assignor and Assignee (the **"Effective Date"**).

WHEREAS, Assignor and Assignee are, among others, parties to that certain Master Purchase Agreement dated as of April 7, 2016 (the **"MPA"**), and the Asset Transfer Agreement and Intellectual Property Assignment Agreement executed on our about the Effective Date (collectively the **"Purchase Agreement"**); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor sold, transferred, assigned, conveyed, set over and delivered to Assignee, among other assets, the trademarks and trademark registrations (and associated goodwill) identified in Schedule 4.4.26 (**"Intellectual Property"**) of the MPA, and has agreed to execute and deliver this Assignment to Assignee for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and Canadian Intellectual Property Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

1.   Assignor hereby confirms that it has sold, transferred, assigned, conveyed, set over and delivered, and if the Purchase Agreement was insufficient in that regard hereby sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's rights, title and interests 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 trademarks, trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b)   all rights of any kind whatsoever of Assignor accruing under 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2.   Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the proper officials of all other countries to record this Assignment upon request of Assignee. At Assignee's cost and expense, Assignor shall take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are assigned to Assignee, or any assignee or successor thereto.
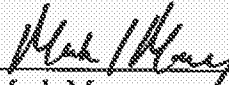
3.   All representations, warranties, covenants and indemnities of Assignor relating to the Assigned Trademarks are set forth in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment on this 3rd day of _____ May _____, 2016.

Universal Systems Ltd

By: _____

Name: Mark Masry

Title: Sellers' Representative

ACKNOWLEDGED AND ACCEPTED:

2507017 Ontario Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor has executed this Assignment on this ___3rd__ day of ___May_____, 2016.
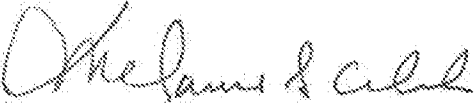
Universal Systems Ltd

By: _____

Name: Mark Masry

Title: Sellers' Representative

ACKNOWLEDGED AND ACCEPTED:

2507017 Ontario Inc.

By: _____

Name: _MELANIE S. CIBIK_____

Title: _SENIOR VICE PRESIDENT AND_
_____SECRETARY_

SCHEDULE 1
TO
CONFIRMATORY TRADEMARK ASSIGNMENT
BY UNIVERSAL SYSTEMS LTD.
TO TELEDYNE DALSA, INC.

Trademarks

Article 76 Module
Bathy DataBASE Server
BASE Editor
BASE Manager
Bathy Database
BDB
CARIS
CARIS and EIVA Survey Suite
CARIS GIS
CARIS Notebook
CARIS Onboard
ChartServer
Core Production Database
CPD
CSAR
Easy View
EAM
Engineering Analysis Module
HPD
HPD Server

HIPS
HIPS and SIPS
Hydrographic Production Database
Limits and Boundaries Module
LIN
LOTS
LOTS Browser
LOTS Limits and Boundaries
LOTS Article 76
One Feature, One Time
Paper Chart Composer
Paper Chart Editor
Ping-to-Chart
Product Editor
Publication Module
S-57 Composer
SIPS
Source Editor
Spatial Fusion
Spatial Fusion Enterprise

U.S. Trademark Registrations

Mark	U.S. Registration No.	Date of Registration
BATHY DATABASE	4694705	March 3, 2015
CARIS	2519340	December 18, 2001
HPD	4895842	February 2, 2016
HIPS	4334937	May 14, 2013
ONE FEATURE, ONE TIME	4375472	July 30, 2013
PING-TO-CHART	4424232	October 29, 2013
SPATIAL FUSION	2596727	July 23, 2002
SIPS	4521340	April 29, 2014

U.S. Trademark Applications

Mark	U.S. Application No.	Date Filed
CARIS ONBOARD	86833054	November 27, 2015
CARIS ONBOARD	86541349	February 20, 2015
CSAR	86675593	June 26, 2015
HIPS AND SIPS	86913392	February 19, 2016

Canadian Trademark Registrations

Mark	Country	Registration No.	Registration Date
CARIS	Canada	TMA347043	October 21, 1988