

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384044

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantum Data, Inc.		04/15/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Teledyne LeCroy, Inc.		
Street Address:	1049 Camino Dos Rios		
City:	Thousand Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91360		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3409230	Q QUANTUMDATA	
Registration Number:	3581826	Q QUANTUMDATA	
Registration Number:	1334099	QUANTUM DATA	
CORRESPONDENCE DATA			
Fax Number:	8053734808		
<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:	805-373-4885		
Email:	wendy.billingsley@teledyne.com		
Correspondent Name:	Wendy K. Billingsley		
Address Line 1:	1049 Camino Dos Rios		
Address Line 4:	Thousand Oaks, CALIFORNIA 91360		
NAME OF SUBMITTER:	Wendy K. Billingsley		
SIGNATURE:	/Wendy K. Billingsley/		
DATE SIGNED:	05/11/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made effective as of this 15th day of April 2016 by QUANTUM DATA, INC., an Illinois corporation (“**Quantum**”), in favor of TELEDYNE LECROY, INC., a Delaware corporation (“**Buyer**”).

WHEREAS, this Assignment is being executed and delivered in connection with that certain Asset Purchase and Sale Agreement, dated April 12, 2016, by and among Quantum, Quantum Data International, Inc. (“**International**” together with Quantum, the “**Sellers**,” and each individually, a “**Seller**”), Buyer, and solely with respect to solely with respect to Section 6.5, Section 6.6, Section 6.7, Section 6.8, Section 6.9, Section 6.10, Article VII, Article VIII, Article X and Article XII, Allen Jorgensen and Ann Jorgensen (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Assignment have the meanings ascribed to them in the Purchase Agreement, the applicable terms of which are hereby incorporated by reference into this Assignment; and

WHEREAS, pursuant to the Purchase Agreement, Quantum has agreed to sell, transfer, deliver and assign to Buyer, all right, title and interest in and to those trade names, trademarks, service marks, trade dress, trade styles, logos, designs and/or slogans, in word mark, stylized and/or design formats, which are described and/or otherwise the subject of the registrations and pending applications identified in Exhibit A, attached hereto and incorporated by reference herein (the “**Marks**”).

NOW THEREFORE, for the Purchase Price and other good and valuable consideration acknowledged by Quantum to have been received in full from Buyer and pursuant and subject to the terms of the Purchase Agreement, Quantum, intending to be legally bound, hereby agrees as follows:

1. Quantum hereby irrevocably sells, transfers, assigns, conveys, sets over and delivers to Buyer, its successors and assigns, all of Quantum’s right, title, and interest of whatever kind in and to the Marks, together with the goodwill of the Business symbolized by the Marks, any applications and registrations relating thereto, and any renewals that may be granted thereon, and all rights, claims and privileges pertaining thereto, including, without limitation, Quantum’s right to sue for and collect damages and other recoveries for past, present and future infringement thereof and the right to prosecute and maintain trademark applications and the registrations for the Marks.
2. The terms of this Assignment shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.
3. Quantum, at no additional cost or consideration, shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon reasonable request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment.

4. This Assignment shall be governed by, and construed in accordance with the law of the State of Illinois applicable to contracts to be performed therein, without regard to its rules on conflicts of laws.

5. In the event of any conflict or other inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall be the controlling document.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, Quantum has caused this Trademark Assignment Agreement to be executed by their proper officers thereunto duly authorized as of the day and year first above written.

QUANTUM DATA, INC.

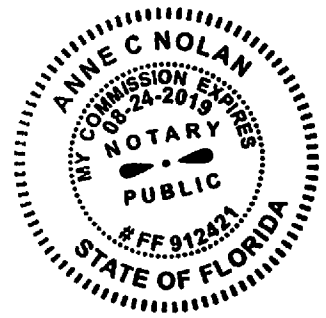
By: Allen Jorgensen
Name: ALLEN JORGENSEN
Title: PRESIDENT / CEO

State of FLORIDA
County of COLLIER

On this [] day of April, 2016, before me, a Notary Public for the state and county aforesaid, personally appeared ALLEN JORGENSEN, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the representative of Quantum Data, Inc., duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Anne C Nolan
Notary Public

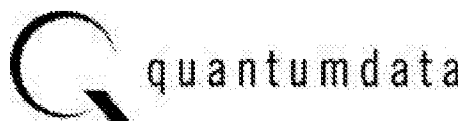


**EXHIBIT A
TRADEMARKS**

- Mark: Q QUANTUMDATA (Stylized/Design)
- Registration Number: 3409230
- Serial Number: 78953547
- Application Filing Date: August 16, 2006
- Registration Date: April 8, 2008
- International Class 009
- Owner: Quantum Data, Inc.



- Mark: Q QUANTUMDATA (Stylized/Design)
- Registration Number: 3581826
- Serial Number: 78953487
- Application Filing Date: August 16, 2006
- Registration Date: February 24, 2009
- International Class 009
- Owner: Quantum Data, Inc.



- Mark: QUANTUM DATA
- Registration Number: 1334099
- Serial Number: 73487344
- Application Filing Date: June 28, 1984
- Registration Date: May 7, 1985 (Renewed May 14, 2015)
- International Class 009
- Owner: Quantum Data, Inc.