

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venta Medical, Inc.		10/25/2016	Corporation: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4719411	VENTA MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	3122226379		
<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:	312/755-3179		
Email:	mhays@agdglaw.com		
Correspondent Name:	Mary Vidal Hays		
Address Line 1:	330 N. Wabash, Ste. 1700		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Mary Vidal Hays		
SIGNATURE:	/Mary Vidal Hays/		
DATE SIGNED:	10/27/2016		
Total Attachments: 2			
source=Trademark Assignment Venta Medical Mark#page1.tif			
source=Trademark Assignment Venta Medical Mark#page2.tif			

OP \$40.00 4719411

Trademark Assignment

This assignment is made by Venta Medical, Inc., a corporation organized under the laws of Delaware, with a place of business at 1971 Milmont Drive, Milpitas, CA 95035 ("Assignor"), to AMETEK, Inc., a corporation organized under the laws of Delaware, with a place of business at 1100 Cassatt Road, Berwyn, Pennsylvania 19312 (Assignee"). The Assignee is the purchaser of certain assets of the Assignor pursuant to an Asset Purchase Agreement, dated as of October 20, 2016, by and between Assignor and Assignee (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, 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.

WHEREAS, Assignor claims ownership of all right, title, and interest in and to the following trademark and trademark registration together with any common law trademark rights and the goodwill associated therewith (the "Trademark"):

<u>Mark</u>	<u>Goods & Services</u>	<u>Serial No. and Filing Date</u>	<u>Registration No. and Reg. Date</u>
VENTA MEDICAL	Medical component sourcing services, namely, arranging for the purchase of medical product components for others; supply chain management for others in the field of medical products; providing consulting services in the field of regulatory submission management to medical companies to assist them with applications for medical device approval; distributorship services in the field of medical devices	US 86/338974 July 16, 2014	US 4,719,411 April 14, 2015

WHEREAS, Assignor is desirous of assigning to Assignee all of its right, title and interest in and to the Trademark, and Assignee, being the successor of that portion of Assignor's business to which the Trademark pertains, is desirous of acquiring all right, title and interest in and to the Trademark.

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademark, including the portion of Assignor's business to which the Trademark pertains, and any and all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee any and all right, title and interest it may have in, to and under the Trademark, together with that portion of Assignor's business to which the Trademark pertains, including without limitation: (i) all common law rights therein; (ii) all goodwill associated therewith and symbolized thereby; (iii) the right to further assign and to license any and all right, title and interest in and to the Trademark; and (iv) the right to sue and collect damages for past, present and future infringements of the Trademark by any third party.

Assignor hereby authorizes Assignee to record the Assignment conveying ownership of the aforesaid registration for the Trademark and to obtain and renew the registration for the Trademark hereafter in the name of Assignee for the use and enjoyment of the Assignee, its successors and assigns.

Assignor and Assignee hereby 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 Assignor and Assignee with respect to the Trademark. 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.

Date: October 25, 2016

Venta Medical, Inc., a Delaware Corporation

By: 

Name: Stephen L. Capp

Title: Sole Director

1940981