

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IN USA, INC.		11/07/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	TELEDYNE INSTRUMENTS, INC.		
Street Address:	1049 CAMINO DOS RIOS		
City:	THOUSAND OAKS		
State/Country:	CALIFORNIA		
Postal Code:	91360		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2227687	IN USA, INCORPORATED	
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 Billingsley		
Address Line 1:	1049 CAMINO DOS RIOS		
Address Line 4:	THOUSAND OAKS, CALIFORNIA 91360		
NAME OF SUBMITTER:	WENDY BILLINGSLEY		
SIGNATURE:	/WENDY KATHLEEN BILLINGSLEY/		
DATE SIGNED:	11/14/2016		
Total Attachments: 5			
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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (this "Assignment") between IN USA, Inc., a Massachusetts corporation ("Assignor"), and Teledyne Instruments, Inc., a Delaware corporation ("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 Asset Purchase and Sale Agreement executed on or about the Effective Date (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor sold, transferred, assigned, conveyed, set over and delivered to Assignee, certain trademarks and associated goodwill, 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.

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.

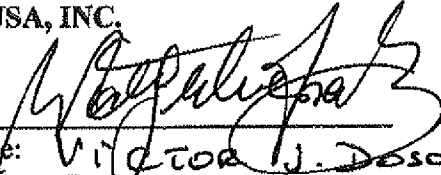
3. All representations, warranties, covenants and indemnities of Assignor relating to the Assigned Trademarks are set forth in the Purchase Agreement.

[Remainder of page intentionally left blank]

[Signature page follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment on this 7th day of November, 2016.

IN USA, INC.

By: 
Name: VICTOR J. DOSORETZ
Title: PRESIDENT & CEO

ACKNOWLEDGED AND ACCEPTED:

TELEDYNE INSTRUMENTS, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO CONFIRMATORY TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor has executed this Assignment on this 7th day of November, 2016.

IN USA, INC.

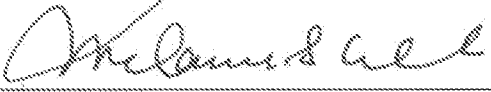
By: _____

Name:

Title:

ACKNOWLEDGED AND ACCEPTED:

TELEDYNE INSTRUMENTS, INC.

By: 


Name: Melanie S. Cibik

Title: Senior Vice President, General Counsel,
Chief Compliance Officer and Secretary

[SIGNATURE PAGE TO CONFIRMATORY TRADEMARK ASSIGNMENT]

SCHEDULE 1
TO
CONFIRMATORY TRADEMARK ASSIGNMENT

Trademarks

AC	IN USA
AC-2025	IN USA INCORPORATED
AC-2045	IN-2000
AC-2080	IN-AET-055-PA
AET	INUSACORP.COM
AET-050	L2-LC
CALIBRATOR	L2RM
CAT-03	L2RM-B-2500C
CAT-03-C	MINI-HICON
CAT-03-E	MINI-SCI
CAT-03-F	OG
CAT-03-g	OG-5000
CAT-03-WET	OGC
CAT-03-03-WET	OPTI-SENSE
CAT-03-30-WET	OTC-1
CAT-03-100-WET	SC010
DFFOZ	SCI-MUX
DFFOZ-D	SCI-TURBO
DFFOZ-P	W1
DFFOZ-S	
DFFOZ-TR	
GFFOZ	
HI	

U.S. Trademark Registrations

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Date of Registration</u>
IN USA, INCORPORATED	2227687	03/02/1999