

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Point Grey Research, Inc.		11/04/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	FLIR Integrated Imaging Solutions, Inc.		
Street Address:	595 Burrard Street		
Internal Address:	Suite 2600, Three Bentall Centre, P.O. Box 49314		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V7X 1L3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	87101504	S	
Serial Number:	86529933	CENSYS3D	
Registration Number:	5059994	SPINVIEW	
Registration Number:	5045909	SPINNAKER	
Registration Number:	4480579	QUEUEIQ	
Registration Number:	4480578	TRAFFICIQ	
Registration Number:	4324490	POINT GREY	
Registration Number:	4381222	BLACKFLY	
Registration Number:	4194749	TRICLOPS	
Registration Number:	4194245	GRASSHOPPER EXPRESS	
Registration Number:	4368728	CRICKET	
Registration Number:	3833243	INNOVATION IN IMAGING	
Registration Number:	3944412	GAZELLE	
Registration Number:	3833230	POINT GREY	
Registration Number:	3833231	POINT GREY	
Registration Number:	3931203	ZEBRA	
Registration Number:	3703878	CHAMELEON	
Registration Number:	3482887	FIREPRO	

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Property Type	Number	Word Mark
Registration Number:	3376844	GRASSHOPPER
Registration Number:	3788742	BEHAVIORIQ
Registration Number:	3344707	GRASSHOPPER
Registration Number:	3052490	FLEA
Registration Number:	3022634	FLYCAPTURE
Registration Number:	3291431	SCORPION
Registration Number:	2801256	BRICKSTREAM
Registration Number:	2647306	LADYBUG
Registration Number:	2606015	BUMBLEBEE
Registration Number:	2647229	DRAGONFLY
Registration Number:	2528664	FIREFLY
Registration Number:	2713613	POINT GREY RESEARCH
Registration Number:	2625616	DIGICLOPS

CORRESPONDENCE DATA

Fax Number: 2028611783

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: 202-861-1500

Email: bhipdocket@bakerlaw.com, mtidman@bakerlaw.com, denyart@bakerlaw.com, jcoles@bakerlaw.com

Correspondent Name: Mark H. Tidman

Address Line 1: 1050 Connecticut Avenue, NW

Address Line 2: Washington Square, Suite 1100

Address Line 4: Washington, D.C. 20036

DOMESTIC REPRESENTATIVE

Name: Mark H. Tidman

Address Line 1: 1050 Connecticut Avenue, NW

Address Line 2: Washington Square, Suite 1100

Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER: Mark H. Tidman; Attorney of Record

SIGNATURE: /Mark Tidman/

DATE SIGNED: 11/21/2016

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “*Agreement*”), is made and entered into by and between Point Grey Research, Inc., a Canadian corporation (“*Seller*”), and FLIR Integrated Imaging Solutions, Inc., a Canadian corporation (“*Buyer*”), effective as of November 4, 2016.

WHEREAS, Seller, Buyer, FLIR Systems, Inc. and Certain Shareholders of Point Grey Research Inc. entered into that certain Asset Purchase Agreement effective as of October 1, 2016 (the “*Purchase Agreement*”), pursuant to which, among other things, Buyer agreed to purchase or otherwise acquire from Seller the Transferred Assets (as defined in the Purchase Agreement); and

WHEREAS, as a condition and an inducement to Buyer and Seller to enter into such Purchase Agreement, Seller agreed to transfer to Buyer all of Seller’s right, title, and interest in and to each of the trademarks, service marks, trade dress rights and similar designation of origin and rights therein listed in Schedule A attached hereto (the “*Trademarks*”).

NOW, THEREFORE, in consideration of the mutual promises recited in the Purchase Agreement as well as the associated payments and other consideration recited in the Purchase Agreement, the parties agree as follows, to become effective only upon the Closing (as defined in the Purchase Agreement):

AGREEMENT

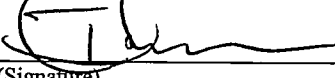
The parties agree as follows:

1. **Assignment.** Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, its successors and assigns, all of Seller’s right, title and interest in and to the Trademarks, including all claims and causes of actions for past infringement of such Trademarks and rights to insurance proceeds and under indemnities, guarantees and the like. Buyer shall have the exclusive right to apply for or register such Trademarks as it wishes worldwide. The foregoing assignment includes all goodwill of the business associated with or symbolized by such Trademarks
2. **Miscellaneous.** This Agreement will be governed by the governing law provision of the Purchase Agreement. In the event of a conflict between the provisions herein and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern. Notwithstanding any other provision of this Agreement to the contrary, nothing contained in this Agreement will in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor will this Agreement reduce, expand or enlarge any remedies under the Purchase Agreement. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto. This Agreement may be executed in any number of counterparts by the parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original and all of which counterparts taken together constitute one and the same instrument.

FLIR Integrated Imaging Solutions, Inc.

By: Todd M. DuChene



Its: Secretary



(Signature)

November 4, 2016
(Date)

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

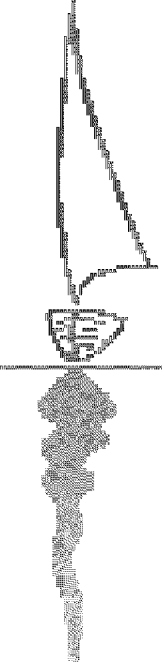

Schedule A

	US	Filed on: 12-JUL-2016 App. No. 87101504	Pending
CENYS3D	US	Filed on: 10-FEB-015 App. No. 86529933	Pending
SPINVIEW	US	Filed on: 18-JUL-2014 App. No. 86341268 Reg. No. 5059994	Registered
SPINNAKER	US	Filed on: 05-NOV-2013 App. No. 86110617 Reg. No. 5045909	Registered
QUEUEIQ	US	Filed on: 20-JUN-2013 App. No. 85965351 Reg. on: 11-FEB-2014 Reg. No. 4480579	Registered
TRAFFICIQ	US	Filed on: 20-JUN-2013 App. No. 85965333 Reg. on: 11-FEB-2014 Reg. No. 4480578	Registered
	US	Filed on: 03-OCT-2012 App. No. 85744907 Reg. on: 23-APR-2013 Reg. No. 4324490	Registered
BLACKFLY	US	Filed on: 29-AUG-2012 App. No. 85716573 Reg. on: 06-AUG-2013 Reg. No. 4381222	Registered
TRICLOPS	US	Filed on: 14-FEB-2012 App. No. 85541680 Reg. on: 21-AUG-2012 Reg. No. 4194749	Registered
GRASSHOPPER EXPRESS	US	Filed on: 06-JAN-2012 App. No. 85510800 Reg. on: 21-AUG-2012 Reg. No. 4194245	Registered
CRICKET	US	Filed on: 02-MAY-2011 App. No. 76707464 Reg. on: 16-JUL-2013 Reg. No. 4368728	Registered

INNOVATION IN IMAGING Disclaims "IMAGING"	US	Filed on: 09-NOV-2009 App. No. 76700274 Reg. on: 17-AUG-2010 Reg. No. 3833243	Registered
GAZELLE	US	Filed on: 15-OCT-2009 App. No. 76699881 Reg. on: 12-APR-2011 Reg. No. 3944412	Registered
POINT GREY	US	Filed on: 28-AUG-2009 App. No. 76699216 Reg. on: 17-AUG-2010 Reg. No. 3833230	Registered
 POINT GREY	US	Filed on: 28-AUG-2009 App. No. 76699217 Reg. on: 17-AUG-2010 Reg. No. 3833231	Registered
ZEBRA	US	Filed on: 10-AUG-2009 App. No. 76698896 Reg. on: 15-MAR-2011 Reg. No. 3931203	Registered
CHAMELEON	US	Filed on: 25-JAN-2008 App. No. 76686122 Reg. on: 03-NOV-2009 Reg. No. 3703878	Registered
FIREPRO	US	Filed on: 10-JAN-2008 App. No. 76685656 Reg. on: 12-AUG-2008 Reg. No. 3482887	Registered
GRASSHOPPER	US	Filed on: 07-JUN-2007 App. No. 76677932 Reg. on: 05-FEB-2008 Reg. No. 3376844	Registered
BEHAVIORIQ	US	Filed on: 16-AUG-2005 App. No. 78693977 Reg. on: 11-MAY-2010 Reg. No. 3788742	Registered
GRASSHOPPER	US	Filed on: 22-FEB-2005 App. No. 76631788 Reg. on: 27-NOV-2007 Reg. No. 3344707	Registered

FLEA	US	Filed on: 12-AUG-2004 App. No. 76606631 Reg. on: 31-JAN-2006 Reg. No. 3052490	Registered
FLYCAPTURE	US	Filed on: 12-AUG-2004 App. No. 76606632 Reg. on: 06-DEC-2005 Reg. No. 3022634	Registered
SCORPION	US	Filed on: 25-JAN-2002 App. No. 78104986 Reg. on: 11-SEP-2007 Reg. No. 3291431	Registered
BRICKSTREAM	US	Filed on: 29-MAR-2001 App. No. 76975294 Reg. on: 30-DEC-2003 Reg. No. 2801256	Registered
LADYBUG	US	Filed on: 19-MAR-2001 App. No. 78053917 Reg. on: 05-NOV-2002 Reg. No. 2647306	Registered
BUMBLEBEE	US	Filed on: 19-FEB-2001 App. No. 78049146 Reg. on: 06-AUG-2002 Reg. No. 2606015	Registered
DRAGONFLY	US	Filed on: 30-AUG-2000 App. No. 78023658 Reg. on: 05-NOV-2002 Reg. No. 2647229	Registered
FIREFLY	US	Filed on: 30-AUG-2000 App. No. 78023692 Reg. on: 08-JAN-2002 Reg. No. 2528664	Registered
POINT GREY RESEARCH	US	Filed on: 11-JUL-2002 App. No. 78143160 Reg. on: 06-MAY-2003 Reg. No. 2713613	Registered
DIGICLOPS	US	Filed on: 06-OCT-1999 App. No. 75800116 Reg. on: 24-SEP-2002 Reg. No. 2625616	Registered

SPOTCAM	US	Filed on: 28-AUG-2000 App. No. 78023329	Abandoned
CENSYS3D	US	Filed on: 07-FEB-2000 App. No. 75920516 Reg. on: 10-AUG-2004 Reg. No. 2871973	Cancelled
DRAGONFLY EXPRESS	US	Filed on: 12-AUG-2004 App. No. 76606633 Reg. on: 06-MAY-2008 Reg. No. 3421093	Cancelled
MITE	US	Filed on: 22-FEB-2005 App. No. 76631789	Abandoned
GIRAFFE	US	Filed on: 22-OCT-2009 App. No. 76699987	Abandoned
GRASSHOPPER	Canada	Filed on: 16-AUG-2007 App. No. 1360024 Reg. on: 17-SEP-2008 Reg. No. TMA723911	Registered
GRASSHOPPER	Canada	Filed on: 19-APR-2005 App. No. 1254605 Reg. on: 30-AUG-2007 Reg. No. TMA695256	Registered
MITE	Canada	Filed on: 19-APR-2005 App. No. 1254606	Abandoned
DRAGONFLY EXPRESS	Canada	Filed on: 05-AUG-2004 App. No. 1226036 Reg. on: 12-JAN-2006 Reg. No. TMA656448	Registered
FLYCAPTURE	Canada	Filed on: 05-AUG-2004 App. No. 1226034 Reg. on: 27-MAY-2005 Reg. No. TMA640628	Registered
FLEA	Canada	Filed on: 05-AUG-2004 App. No. 1226037 Reg. on: 27-MAY-2005 Reg. No. TMA640647	Registered
sailing boat design	Canada	Filed on: 09-JUL-2002 App. No. 1145794 Reg. on: 15-APR-2005 Reg. No. TMA637504	Registered

			
Point Grey Research	Canada	Filed on: 09-JUL-2002 App. No. 1145793 Reg. on: 18-APR-2005 Reg. No. TMA637607	Registered
Point Grey Research design 	Canada	Filed on: 09-JUL-2002 App. No. 1145795 Reg. on: 15-APR-2005 Reg. No. TMA637460	Registered
SCORPION	Canada	Filed on: 01-FEB-2002 App. No. 1129468 Reg. on: 22-FEB-2005 Reg. No. TMA633374	Registered
LADYBUG	Canada	Filed on: 19-MAR-2001 App. No. 1095978 Reg. on: 31-AUG-2004 Reg. No. TMA618201	Registered
BUMBLEBEE	Canada	Filed on: 19-FEB-2001 App. No. 1092805 Reg. on: 01-SEP-2004 Reg. No. TMA618331	Registered
SPOTCAM	Canada	Filed on: 30-AUG-2000 App. No. 1072446	Abandoned
DRAGONFLY	Canada	Filed on: 30-AUG-2000 App. No. 1072447	Registered

		Reg. on: 06-SEP-2002 Reg. No. TMA567005	
FIREFLY	Canada	Filed on: 30-AUG-2000 App. No. 1072448 Reg. on: 21-AUG-2002 Reg. No. TMA566150	Registered
CENSYS3D	Canada	Filed on: 09-DEC-1999 App. No. 1038881 Reg. on: 21-NOV-2001 Reg. No. TMA554175	Registered
DIGICLOPS	Canada	Filed on: 26-APR-1999 App. No. 1013167 Reg. on: 31-JAN-2001 Reg. No. TMA540615	Registered
FLEA	EU	Filed on: 03-FEB-2005 App. No. 4271789 Reg. on: 17-MAR-2006 Reg. No. 4271789	Registered
FIREFLY	EU	Filed on: 03-FEB-2005 App. No. 4271805 Reg. on: 17-MAR-2006 Reg. No. 4271805	Registered
DRAGONFLY	EU	Filed on: 03-FEB-2005 App. No. 4271771 Reg. on: 17-MAR-2006 Reg. No. 4271771	Registered
GRASSHOPPER	Japan	Filed on: 31-AUG-2007 App. No. 2007-093543 Reg. on: 28-MAR-2008 Reg. No. 5123651	Registered
FLEA	Japan	Filed on: 15-MAR-2005 App. No. 2005-022615	Cancelled
FIREFLY	Japan	Filed on: 15-MAR-2005 App. No. 2005-022616	Cancelled
DRAGONFLY	Japan	Filed on: 15-MAR-2005 App. No. 2005-022614 Reg. on: 14-OCT-2005 Reg. No. 4901542	Registered
LADYBUG	Japan	Filed on: 15-MAR-2005 App. No. 2005-022617 Reg. on: 14-OCT-2005	Registered

		Reg. No. 4901543	
BLACKFLY	Australia	Filed on: 29-AUG-2013 App. No. 1640769 Reg. on: 29-AUG-2013 Reg. No. 1640769	Registered
POINT GREY RESEARCH	Australia	Filed on: 03-OCT-2012 App. No. 1531055 Reg. on: 03-OCT-2012 Reg. No. 1531055	Registered
BLACKFLY	International Registration	Filed on: N/A App. No. N/A Reg. on: 29-AUG-2013 Reg. No. 1212562	Registered
POINT GREY RESEARCH Disclaims "RESEARCH"	International Registration	Filed on: N/A App. No. N/A Reg. on: 03-OCT-2012 Reg. No. 1138668	Registered