

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLIR INTEGRATED IMAGING SOLUTIONS, INC.		12/12/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FLIR SYSTEMS, INC.		
<b>Street Address:</b>	27700 SW Parkway Avenue		
<b>City:</b>	Wilsonville		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97070		
<b>Entity Type:</b>	Corporation: OREGON		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87101504	S	
<b>Serial Number:</b>	86529933	CENSYS3D	
<b>Serial Number:</b>	86341268	SPINVIEW	
<b>Serial Number:</b>	86110617	SPINNAKER	
<b>Serial Number:</b>	85965351	QUEUEIQ	
<b>Serial Number:</b>	85965333	TRAFFICIQ	
<b>Serial Number:</b>	85744907	POINT GREY	
<b>Serial Number:</b>	85716573	BLACKFLY	
<b>Serial Number:</b>	85541680	TRICLOPS	
<b>Serial Number:</b>	85510800	GRASSHOPPER EXPRESS	
<b>Serial Number:</b>	76707464	CRICKET	
<b>Serial Number:</b>	76700274	INNOVATION IN IMAGING	
<b>Serial Number:</b>	76699881	GAZELLE	
<b>Serial Number:</b>	76699216	POINT GREY	
<b>Serial Number:</b>	76699217	POINT GREY	
<b>Serial Number:</b>	76698896	ZEBRA	
<b>Serial Number:</b>	76686122	CHAMELEON	
<b>Serial Number:</b>	76685656	FIREPRO	
<b>Serial Number:</b>	76677932	GRASSHOPPER	
<b>TRADEMARK</b>			

CH \$790.00 87101504

Property Type	Number	Word Mark
Serial Number:	78693977	BEHAVIORIQ
Serial Number:	76631788	GRASSHOPPER
Serial Number:	76606631	FLEA
Serial Number:	76606632	FLYCAPTURE
Serial Number:	78104986	SCORPION
Serial Number:	76975294	BRICKSTREAM
Serial Number:	78053917	LADYBUG
Serial Number:	78049146	BUMBLEBEE
Serial Number:	78023658	DRAGONFLY
Serial Number:	78023692	FIREFLY
Serial Number:	78143160	POINT GREY RESEARCH
Serial Number:	75800116	DIGICLOPS

**CORRESPONDENCE DATA**

**Fax Number:**

*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

**Correspondent Name:** Baker & Hostetler, LLP

**Address Line 1:** 1050 Connecticut Ave., N.W., Suite 1100

**Address Line 2:** Mark Tidman

**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	095766.000001
<b>NAME OF SUBMITTER:</b>	Shaleena Alli-Rampersad - Paralegal
<b>SIGNATURE:</b>	/Shaleena Alli-Rampersad/
<b>DATE SIGNED:</b>	01/12/2017

**Total Attachments: 10**

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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "*Agreement*"), is made and entered into by and between **FLIR INTEGRATED IMAGING SOLUTIONS, INC.**, a Canadian corporation ("*Seller*"), and **FLIR SYSTEMS, INC.**, an Oregon corporation ("*Buyer*"), effective as of 10/1/16.

**WHEREAS**, Assignor is the owner of the Trademark (defined in Schedule A herein);

**WHEREAS**, Assignee is the successor to the aforesaid business of Assignor to which the Trademark pertains; said business being ongoing and existing.

**NOW THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

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.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

**FLIR INTEGRATED IMAGING  
SOLUTIONS, INC.**

By: 

(Name)

*Chris Lewis*

Its: Chief Intellectual Property  
Counsel, Deputy General Counsel  
(Title)

Date: December 12, 2016

STATE OF OREGON

: SS

COUNTY OF CLACKAMAS

This instrument was acknowledged before me on December 12, 2016 by Christopher J. Lewis, Chief Intellectual Property Counsel, Deputy General Counsel of FLIR Integrated Imaging Solutions, Inc.

*Kristin Terry*

Kristin Terry, Notary Public - State of Oregon  
My Commission Expires: July 19, 2020



TRADEMARK

REEL: 005965 FRAME: 0550

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

FLIR SYSTEMS, INC.

By: \_\_\_\_\_

(Name) *Chris Lewis*

Its: Chief Intellectual Property  
Counsel, Deputy General Counsel  
(Title)

Date: December 12, 2016

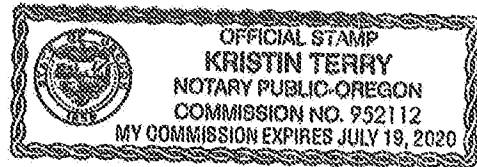
STATE OF OREGON

: SS



COUNTY OF CLACKAMAS


This instrument was acknowledged before me on December 12, 2016 by Christopher J. Lewis, Chief Intellectual Property Counsel, Deputy General Counsel of FLIR Systems, Inc.

*Kristin Terry*  
\_\_\_\_\_  
Kristin Terry, Notary Public - State of Oregon  
My Commission Expires: July 19, 2020



## Schedule A

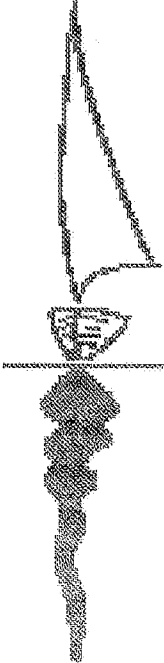

	US	Filed on: 12-JUL-2016 App. No. 87101504	Pending
CENSYS3D	US	Filed on: 10-FEB-015 App. No.	Pending
SPINVIEW	US	Filed on: 18-JUL-2014 App. No. 86341268	Registered
SPINNAKER	US	Filed on: 05-NOV-2013 App. No. 86110617	Registered
QUEUEIQ	US	Filed on: 20-JUN-2013 App. No. 85965351	Registered
TRAFFICIQ	US	Req. on: 11-FEB- Filed on: 20-JUN-2013 App. No. 85965333	Registered
	US	Req. on: 11-FEB- Filed on: 03-OCT-2012 App. No. 85744907	Registered
BLACKFLY	US	Req. on: 22-APR- Filed on: 29-AUG-2012 App. No. 85716573	Registered
TRICLOPS	US	Req. on: 06-AUG- Filed on: 14-FEB-2012 App. No. 85541680	Registered
GRASSHOPPER EXPRESS	US	Req. on: 21-AUG- Filed on: 06-JAN-2012 App. No. 85510800	Registered
CRICKET	US	Req. on: 21-AUG- Filed on: 02-MAY-2011 App. No. 76707464	Registered
		Req. on: 16-JUL-	

INNOVATION IN IMAGING Disclaims "IMAGING"	US	Filed on: 09-NOV-2009 App. No. 76700274 <i>Reg. on: 17-AUG.</i>	Registered
GAZELLE	US	Filed on: 15-OCT-2009 App. No. 76699881 <i>Reg. on: 12-APR.</i>	Registered
POINT GREY	US	Filed on: 28-AUG-2009 App. No. 76699216 <i>Reg. on: 17-AUG.</i>	Registered
 POINT GREY	US	Filed on: 28-AUG-2009 App. No. 76699217 <i>Reg. on: 15-MAR.</i>	Registered
ZEBRA	US	Filed on: 10-AUG-2009 App. No. 76698896 <i>Reg. on: 03-NOV.</i>	Registered
CHAMELEON	US	Filed on: 25-JAN-2008 App. No. 76686122 <i>Reg. on: 12-AUG.</i>	Registered
FIREPRO	US	Filed on: 10-JAN-2008 App. No. 76685656 <i>Reg. on: 05-FEB.</i>	Registered
GRASSHOPPER	US	Filed on: 07-JUN-2007 App. No. 76677932 <i>Reg. on: 11-MAY.</i>	Registered
BEHAVIORIQ	US	Filed on: 16-AUG-2005 App. No. 78693977 <i>Reg. on: 27-NOV.</i>	Registered
GRASSHOPPER	US	Filed on: 22-FEB-2005 App. No. 76631788	Registered

FLEA	US	Filed on: 12-AUG-2004 App. No. 76606631 <del>Reg. on: 31-JAN</del>	Registered
FLYCAPTURE	US	Filed on: 12-AUG-2004 App. No. 76606632 <del>Reg. on: 06-DEC</del>	Registered
SCORPION	US	Filed on: 25-JAN-2002 App. No. 78104986 <del>Reg. on: 11-SEP</del>	Registered
BRICKSTREAM	US	Filed on: 29-MAR-2001 App. No. 76975294 <del>Reg. on: 30-DEC</del>	Registered
LADYBUG	US	Filed on: 19-MAR-2001 App. No. 78053917 <del>Reg. on: 05-NOV</del>	Registered
BUMBLEBEE	US	Filed on: 19-FEB-2001 App. No. 78049146 <del>Reg. on: 06-AUG</del>	Registered
DRAGONFLY	US	Filed on: 30-AUG-2000 App. No. 78023658 <del>Reg. on: 05-NOV</del>	Registered
FIREFLY	US	Filed on: 30-AUG-2000 App. No. 78023692 <del>Reg. on: 08-JAN</del>	Registered
POINT GREY RESEARCH	US	Filed on: 11-JUL-2002 App. No. 78143160 <del>Reg. on: 06-MAY</del>	Registered
DIGICLOPS	US	Filed on: 06-OCT-1999 App. No. 75800116 <del>Reg. on: 24-SEP</del>	Registered



SPOTCAM	US	Filed on: 28-AUG-2000 App. No.	Abandoned
CENSYS3D	US	Filed on: 07-FEB-2000 App. No. 75920516	Cancelled
DRAGONFLY EXPRESS	US	<del>Reg. on: 10 AUG.</del> Filed on: 12-AUG-2004 App. No. 76606633	Cancelled
MITE	US	<del>Reg. on: 06 MAY.</del> Filed on: 22-FEB-2005 App. No.	Abandoned
GIRAFFE	US	Filed on: 22-OCT-2009 App. No. 76699987	Abandoned
GRASSHOPPER	Canada	Filed on: 16-AUG-2007 App. No. 1360024	Registered
GRASSHOPPER	Canada	<del>Reg. on: 17 SEP.</del> Filed on: 19-APR-2005 App. No. 1254605	Registered
MITE	Canada	<del>Reg. on: 20 AUG.</del> Filed on: 19-APR-2005 App. No.	Abandoned
DRAGONFLY EXPRESS	Canada	Filed on: 05-AUG-2004 App. No. 1226036	Registered
FLYCAPTURE	Canada	<del>Reg. on: 12 JAN.</del> Filed on: 05-AUG-2004 App. No. 1226034	Registered
FLEA	Canada	<del>Reg. on: 27 MAY.</del> Filed on: 05-AUG-2004 App. No. 1226037	Registered
sailing boat design	Canada	<del>Reg. on: 27 MAY.</del> Filed on: 09-JUL-2002 App. No. 1145794	Registered
		<del>Reg. on: 15 APR.</del>	

			
Point Grey Research	Canada	Filed on: 09-JUL-2002 App. No. 1145793	Registered
	Canada	<small>Reg. on: 18-APR-2005</small> Filed on: 09-JUL-2002 App. No. 1145795  <small>Reg. on: 15-APR-2005</small>	Registered
SCORPION	Canada	Filed on: 01-FEB-2002 App. No. 1129468	Registered
LADYBUG	Canada	<small>Reg. on: 22-FEB-2001</small> Filed on: 19-MAR-2001 App. No. 1095978	Registered
BUMBLEBEE	Canada	<small>Reg. on: 21-AUG-2001</small> Filed on: 19-FEB-2001 App. No. 1092805	Registered
SPOTCAM	Canada	<small>Reg. on: 01-SEP-2000</small> Filed on: 30-AUG-2000 App. No.	Abandoned
DRAGONFLY	Canada	Filed on: 30-AUG-2000 App. No. 1072447	Registered

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

BLACKFLY	Australia	Reg. No. 4901543 Filed on: 29-AUG-2013 App. No. 1640769	Registered
POINT GREY RESEARCH	Australia	<del>Reg. on: 20-AUG-</del> Filed on: 03-OCT-2012 App. No. 1531055	Registered
BLACKFLY	International Registration	<del>Reg. on: 03-OCT-</del> Filed on: N/A App. No. N/A	Registered
POINT GREY RESEARCH Disclaims "RESEARCH"	International Registration	<del>Reg. on: 20-AUG-</del> Filed on: N/A App. No. N/A <del>Reg. on: 03-OCT-</del>	Registered