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**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

03/30/2017  
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ETAS ID: TM421767

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BROOKFIELD ENGINEERING LABORATORIES, INC.		01/20/2016	Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	AMETEK, INC.
<b>Street Address:</b>	1100 CASSATT ROAD
<b>City:</b>	BERWYN
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19312
<b>Entity Type:</b>	Corporation: <u>DELAWARE</u>

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1488212	BROOKFIELD
Registration Number:	1431848	RHEOSET
Registration Number:	2065578	RHEOVISION
Registration Number:	1465215	TT-100
Serial Number:	76713744	INKMASTER

**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.*

**Email:** TMDE@ratnerprestia.com  
**Correspondent Name:** John W. McGlynn  
**Address Line 1:** 2200 Renaissance Boulevard, Suite 350  
**Address Line 4:** King of Prussia, PENNSYLVANIA 19406

<b>NAME OF SUBMITTER:</b>	John W. McGlynn
<b>SIGNATURE:</b>	/jwm/
<b>DATE SIGNED:</b>	03/30/2017

**Total Attachments: 5**

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**TRADEMARK**  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 20, 2016, is made by Brookfield Engineering Laboratories, Inc., a Massachusetts corporation, having a usual place of business at 11 Commerce Boulevard, Middleboro, MA 02346 ("Seller"), in favor of AMETEK, Inc., a Delaware corporation, having a usual place of business at 1100 Cassatt Road, Berwyn, Pennsylvania 19312-1177 ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of December 10, 2015, by and between Seller and Buyer (the "Asset Purchase Agreement").

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

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest 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 trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing, or otherwise corresponding to 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto 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 Seller and Buyer with respect to the Assigned Trademarks. 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.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the state of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction).

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

Brookfield Engineering Laboratories, Inc.

By:   
Name: Donald W. Brookfield, Jr.  
Its: President

AGREED TO AND ACCEPTED:

BUYER:  
AMETEK, INC.

By: \_\_\_\_\_  
Name: Robert S. Feit  
Its: Senior Vice President and  
General Counsel

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK  
REEL: 006023 FRAME: 0432

IN WITNESS WHEREOF, the parties have duly executed and delivered this  
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SELLER:

Brookfield Engineering Laboratories, Inc.

By: \_\_\_\_\_  
Name: Donald W. Brookfield, Jr.  
Its: President

AGREED TO AND ACCEPTED:

BUYER:  
AMETEK, INC.

By: \_\_\_\_\_  
Name: Robert S. Feit  
Its: Senior Vice President and  
General Counsel

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK  
REEL: 006023 FRAME: 0433

SCHEDULE 1  
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Registration No.
DV2T VISCOMETER	European Community	011697761
DV3T RHEOMETER	European Community	011697778
BROOKFIELD & Design	United States	1,488,212
RHEOSET	United States	1,431,848
RHEOVISION	United States	2,065,578
TT-100	United States	1,465,215
BROOKFIELD & Design	China	4110907
BROOKFIELD	China	4110908
BROOKFIELD (Transliteration)	China	7527122
Mark	Country	Application No.
Inkmaster	United States	76713744