

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM435151

<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>
Keithley Instruments, Inc.		10/04/2016	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keithley Instruments, LLC		
<b>Street Address:</b>	28775 Aurora Road		
<b>City:</b>	Solon		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44139		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	72164250	KEITHLEY	
<b>Serial Number:</b>	85385197	KEITHLEYCARE	
<b>Serial Number:</b>	86434293	SEGMENT ARB	
<b>Serial Number:</b>	86470661	SMARTSCALE	
<b>Serial Number:</b>	74679998	SOURCEMETER	
<b>Serial Number:</b>	85841181	TOUCH, TEST, INVENT	
<b>Serial Number:</b>	85837932	TRIGGERFLOW	
<b>Serial Number:</b>	78593520	TSP	
<b>Serial Number:</b>	78593528	TSP-LINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4254466590		
<b>Email:</b>	cheryl.whitlock@fluke.com		
<b>Correspondent Name:</b>	Caldwell A. Camero		
<b>Address Line 1:</b>	6920 Seaway Blvd.		
<b>Address Line 4:</b>	Everett, WASHINGTON 98203		
<b>ATTORNEY DOCKET NUMBER:</b>	Keithley Assignment		

CH \$240.00 72164250

<b>NAME OF SUBMITTER:</b>	Cheryl Whitlock
<b>SIGNATURE:</b>	/Cheryl Whitlock/
<b>DATE SIGNED:</b>	07/14/2017
<b>Total Attachments: 5</b> source=IP Assignment Keithley LLC_10-4-2016#page1.tif source=IP Assignment Keithley LLC_10-4-2016#page2.tif source=IP Assignment Keithley LLC_10-4-2016#page3.tif source=IP Assignment Keithley LLC_10-4-2016#page4.tif source=IP Assignment Keithley LLC_10-4-2016#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

The Assignor, Keithley Instruments, Inc., a corporation organized and existing under the laws of the state of Ohio, and having a principal place of business at 28775 Aurora Road, Solon, Ohio 44139 ("Assignor") has delivered this instrument ("Assignment") signed by the Assignor to enable the Assignee, Keithley Instruments, LLC, a limited liability company organized and existing under the laws of the state of Ohio, and having a principal place of business at 28775 Aurora Road, Solon, Ohio 44139 ("Assignee") to file it with any appropriate governmental agency to indicate ownership of the intellectual property described below and for the other purposes set forth in this instrument.

1. **Assignment.** For good and valuable consideration, receipt of which the Assignee acknowledges, and by signing and delivering this instrument, the Assignor sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title, and interest in and to the following:
  - a. The registered trademarks and applications for registration of trademarks specifically listed in Exhibit A (collectively, the "Trademarks" and "Trademark") to this Assignment; and
    - i. All goodwill associated with the business related to the Trademarks together with all rights to use, license, and otherwise exploit the Trademarks;
    - ii. All income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any Trademark;
    - iii. All rights in and under the Trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this Assignment; and
    - iv. All rights to sue and recover damages and payments for past, present, and future infringements, dilution, or other violation of any of the Trademarks, including the right to fully and entirely replace the Assignor in all related matters.
  - b. All issued patents and applications for patents specifically listed in Exhibit B (collectively, the "Patents") to this Assignment; and
    - i. Any parent patent applications, continuations, continuations-in-part, divisionals, country equivalents, or any other further application based in whole or in part on any of the Patents, and any patent rights relating thereto (including utility patents, design patents, utility models and inventors' certificates) whether in the United States or anywhere in the world;

- ii. All rights to use, license, and otherwise exploit the Patents;
  - iii. All income, royalties, damages, and payments hereunder due or payable to the Assignor with respect to the Patents, including without limitation unpaid damages and payments for past, present, and future infringements of any of the Patents;
  - iv. All rights in and under the Patents to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this Assignment; and
  - v. All rights to sue and recover damages and payments for past, present, and future infringements or other violation of any of the Patents, including the right to fully and entirely replace the Assignor in all related matters.
- c. All trademarks, service marks, and trade dress not listed in Exhibit A, all copyrights, original works of authorships, developments, concepts, improvements, designs, drawings, discoveries, formulas, trade secret rights, and inventions, whether or not patentable or registrable under patent, copyright, or similar laws ("Other Property").
2. **Representations and Warranties.** Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Property; the Property is free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Property does not infringe the intellectual property rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Property.
  3. **Indemnification.** Assignor agrees to indemnify and hold Assignee harmless from and against any claims arising from breach or alleged breach of its representations, warranties, and obligations set forth herein.
  4. **Further Assurances.** Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Property and the vesting of complete and exclusive ownership of the property in Assignee.
  5. **Binding on Successors.** This Assignment will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.
  6. **Governing Law and Jurisdiction.** This Assignment will be governed by, and construed in accordance with, the laws of the state of Ohio without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Assignment, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts in Cuyahoga County, Ohio.

7. **Amendment and Waiver.** This Assignment may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Assignment will not operate or be construed as a waiver of any subsequent breach.
8. **Severability.** If any provision of this Assignment is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Assignment.
9. **Entire Agreement.** This Assignment is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

Assignor

Keithley Instruments, Inc.

By: 

Printed Name: MICHAEL NELSON

Title: CHIEF IP COUNSEL

Date: OCT 4, 2016

Assignee

Keithley Instruments, LLC

By: 

Printed Name: MICHAEL NELSON

Title: CHIEF IP COUNSEL

Date: OCT 4, 2016

EXHIBIT A

<b>Mark</b>	<b>Country</b>	<b>Ser. No.</b>	<b>Reg. No.</b>	<b>Reg. Dt.</b>
KEITHLEY	U.S.A.	72/164,250	773,168	07/14/1964
	Brazil	637,499	4508688	06/15/1972
	Canada	296,902	TMA153041	09/15/1967
	China (PRC)	5668947	5668947	08/28/2009
	China (PRC)	5668946	5668946	12/21/2013
	E.U.	5262233	5262233	07/27/2007
	France	INPI 222413	1600295	07/03/1990
	Italy	RM2005C004042	1145079	10/16/2008
	Japan	147122/1989	2489156	12/25/1992
	Malaysia	2012006453	2012006453	04/18/2012
	Mexico	807295 40-2006-	970150	01/26/2007
	S. Korea	0046285	4007197000000	08/06/2007
	Singapore	T1201656D	T1201656D	01/13/2016
	Singapore	T0617709H	T0617709H	08/29/2006
	Spain	441121	441121	10/18/1966
	Taiwan	101004463	1568208	03/01/2013
KEITHLEY & Design	Spain	441120	441120	06/27/1964
SOURCEMETER	U.S.A.	74/679,998	2,042,389	03/04/1997
	China (PRC)	11748482	11748482	04/28/2014
	E.U.	11339439	11339439	04/16/2013
	Japan	2012-90774	5,638,130	12/20/2013
TSP	U.S.A.	78/593,520	3,389,794	02/26/2008
TSP-LINK	U.S.A.	78/593,528	3,389,795	02/26/2008
LABTRACER	U.S.A.	78/593,539	3,140,452	09/05/2006
KEITHLEYCARE	U.S.A.	85/385,197	4,265,316	12/25/2012
	China (PRC)	10452322	10452322	05/21/2013
	E.U.	10600757	10600757	06/27/2012
	Japan	2012-5568	5,506,498	07/06/2012

	Malaysia	2012006454	2012006454	04/18/2012
		41-2012-		
	S. Korea	0002829	41-0257127	04/22/2013
	Singapore	T1205428H	T1205428H	04/16/2012
	Taiwan	101020468	1548640	11/16/2012
TRIGGERFLOW	U.S.A.	85/837,932	4,430,047	11/05/2013
TOUCH, TEST, INVENT	U.S.A.	85/841,181	4,430,053	11/05/2013
SMARTSCALE	U.S.A.	86/470,661	4,852,954	11/10/2015
SEGMENT ARB	U.S.A.	86/434,293		