

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444735

<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>
PLS Pacific Laser Systems LLC		09/27/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fluke Electronics Corporation		
<b>Street Address:</b>	6920 Seaway Blvd.		
<b>City:</b>	Everett		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98203		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4726997	PACIFIC LASER SYSTEMS THE PROFESSIONAL S	
<b>Registration Number:</b>	2772335	PALM LASER	
<b>Registration Number:</b>	1956752	PLS	
<b>Registration Number:</b>	4828534	PLS	
<b>Registration Number:</b>	4810059		
<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>	4254465596		
<b>Email:</b>	trademarks@fluke.com		
<b>Correspondent Name:</b>	Caldwell A. Camero		
<b>Address Line 1:</b>	6920 Seaway Boulevard		
<b>Address Line 4:</b>	Everett, WASHINGTON 98203		
<b>ATTORNEY DOCKET NUMBER:</b>	PLS Assignment		
<b>NAME OF SUBMITTER:</b>	Cheryl Whitlock		
<b>SIGNATURE:</b>	/Cheryl Whitlock/		
<b>DATE SIGNED:</b>	09/27/2017		

CH \$140.00 4726997

**Total Attachments: 4**

source=PLS Trademark Assignment PLS\_Fluxe Corporatio\_executed#page1.tif

source=PLS Trademark Assignment PLS\_Fluxe Corporatio\_executed#page2.tif

source=PLS Trademark Assignment PLS\_Fluxe Corporatio\_executed#page3.tif

source=PLS Trademark Assignment PLS\_Fluxe Corporatio\_executed#page4.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

The Assignor, PLS Pacific Laser Systems LLC, a limited liability company organized and existing under the laws of the state of California, and having a principal place of business at 2550 Kerner Blvd., San Rafael, CA 94901, United States ("Assignor") has delivered this instrument ("Assignment") signed by the Assignor to enable the Assignee, Fluke Electronics Corporation, a limited liability company organized and existing under the laws of the state of Delaware, and having a principal place of business at 6920 Seaway Blvd., Everett, WA 98204, United States ("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 hereby sells, assigns, transfers, conveys, and delivers to the Assignee and the Assignee purchases and accepts 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 not listed in Exhibit B, 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 Washington 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 Snohomish County, Washington.

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 by its duly authorized representatives on the respective dates entered below.

PLS Pacific Laser Systems LLC  
**Assignor**

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

Printed Name: Ben Jacqmotte

Title: Assistant Secretary

Date: 9/27/17

Fluke Electronics Corporation  
**Assignee**



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

Printed Name: Ben Jacqmotte

Title: Assistant Secretary

Date: 9/27/17

EXHIBIT A

TRADEMARK	DESIGN	JURISDICTION	APP. NO.	APP. DATE	REG. NO.	REG. DATE
PACIFIC LASER SYSTEMS THE PROFESSIONAL STANDARD		United States of America	86380315	28-Aug-14	4726997	28-Apr-15
PALM LASER		United States of America	76342039	26-Nov-01	2772335	7-Oct-03
PLS		United States of America	74439504	24-Sep-93	1956752	13-Feb-96
PLS		WIPO and WIPO Designated Countries: Australia, EU, New Zealand	WO1040453	17-May-10	WO1040453	17-May-10
PLS & Design		United States of America	86380312	28-Aug-14	4828534	6-Oct-15
PLS Corporate Logo		United States of America	86380304	28-Aug-14	4810059	8-Sep-15