

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAYDAK, LLC		12/29/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Novanta Corporation		
Street Address:	125 Middlesex Turnpike		
City:	Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	01730		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3253398		
Registration Number:	3558195	JADAK	
Registration Number:	3894960	FLEXPOINT	
Registration Number:	3871367	FLEXPOINT	
Registration Number:	4664478	CLARITY	
CORRESPONDENCE DATA			
Fax Number:	3152188515		
<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>			
Phone:	3152188530		
Email:	bskpto@bsk.com		
Correspondent Name:	David L. Nocilly		
Address Line 1:	One Lincoln Center		
Address Line 4:	Syracuse, NEW YORK 13202		
NAME OF SUBMITTER:	David L. Nocilly		
SIGNATURE:	/david l. nocilly/		
DATE SIGNED:	01/10/2018		
Total Attachments: 8			
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EXECUTION COPY

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of December 29, 2017, between JADAK, LLC, a New York limited liability company ("Assignor") and Novanta Corporation, a Michigan corporation ("Assignee").

WHEREAS, Assignor is the owner of the IP (as defined below in Section 2); and

WHEREAS, Assignee is the sole shareholder of Assignor and is the successor to the ongoing and existing business of the Assignor to which the IP pertains; and

WHEREAS, Assignee is desirous of acquiring the IP; and

WHEREAS, pursuant to those certain Resolutions by Unanimous Written Consent of the Sole Managing Member of Assignor, dated as of December 29, 2017, (the "Consent"), Assignor's Managing Member and Assignee, in its capacity as Assignor's sole shareholder, have resolved that Assignor immediately commence winding up of its affairs and dissolve under the laws of the State of New York, (the "Dissolution"), all pursuant to Sections 332 and 337 of the Internal Revenue Code of 1986, as amended, and the distributions set forth in the Consent will be pursuant to the Plan of Liquidation as incorporated in the Consent (the "Plan") within the meaning of Treasury Regulation §1.332-2(c), all upon the terms and conditions set forth in the Plan; and

WHEREAS, the parties hereto desire to memorialize the distribution of the IP from Assignor to Assignee in connection with the Dissolution.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into and made part of this Assignment.
2. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignor, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title, and interest in and to all of the following intellectual property of Assignor, together with all associated goodwill of all such intellectual property (collectively, the "IP"):
 - (a) All patents, patent applications, and patent disclosures throughout the world, including, without limitation, those set forth on Exhibit A attached hereto (except that no representation is made as to exclusivity with respect to patent matters listed as inactive), and all issuances, provisionals, divisionals, continuations, or continuations-in-part of any of the foregoing, all other applications that claim priority from any of the foregoing, and any patents issuing on any of the foregoing (including, without limitation, any foreign patent applications or patents or certificates of invention corresponding thereto), and all reissues, extensions, reexaminations, substitutions, and renewals of any of the foregoing, and all rights, claims, and privileges pertaining to any of the foregoing, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain such patents and patent applications and the right to sue and recover damages for past, present, and future infringement of any of the foregoing;
 - (b) All copyrights, registered and unregistered, and works of authorship (collectively, "Copyrights"), including, without limitation, those Copyrights set forth on Exhibit B attached hereto, and all applications, registrations, renewals, extensions, and reversions for any of the Copyrights, and all rights, interests, protections, claims and privileges, however arising, pertaining to any of the Copyrights, including, without limitation, the right to prosecute and maintain copyright registrations and applications for any of the Copyrights and the right to sue and recover damages for past, present, and future infringement of any of the Copyrights;

(c) All trademark, service marks, trade dress, brands, slogans, design marks, logos, product, corporate names, or trade names and all other indicia of origin, together with all translations, adaptations, derivations, and combinations of any of the foregoing, whether in word mark, stylized, or design format, registered, pending registration and unregistered, currently in use in commerce or with a bona-fide intent-to-use in commerce, throughout the world, in each case included in the intellectual property (collectively, the "Marks"), including, without limitation, the Marks set forth on Exhibit C attached hereto (except that no representation is made as to exclusivity with respect to patent matters listed as inactive), together with the goodwill associated with and symbolized by any of the Marks, and all issuances, applications, registrations, renewals, and extensions for any of the Marks, and all issuances, applications, registrations, renewals, and extensions for any of the Marks, and all rights, claims, and privileges pertaining to any of the Marks, including, without limitation, the right to prosecute and maintain trademark and service mark registrations and applications for any of the Marks and the right to sue and recover damages for past, present, and future infringement of any of the Marks;

(d) All trade secrets, know-how, and other confidential or proprietary information, including, without limitation, discoveries, concepts, ideas, research and development, inventions (whether patentable or not and whether reduced to practice or not), improvements, compositions, processes, process flows, techniques, technical data and information, databases and compilations of data, procedures, methods, designs, drawings, specifications, software (source code or object code), algorithms, technology, formulas, customer lists, supplier lists and business and marketing plans and proposals, and all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, the right to sue and recover damages for past, present, and future infringement or misappropriation of any of the foregoing;

(e) All computer software and computer programs, including, but not limited to, any and all (i) source code, object or executable code, whether embodied in software, firmware, or otherwise, (ii) software compilations, software implementations of algorithms, software tools and tool sets, compilers, software models and methodologies, development tools, and (iii) files, records, technical drawings, documentation, designs, information, and data relating to the foregoing:

(f) All databases, data collections, data compilations and technical data, and all rights and interests in the same;

(g) All right, title, and interest in and to domain names or websites (including, without limitation, the domain names set forth on Exhibit D attached hereto), and any other rights or interests (including, but not limited to, trademark rights in any jurisdiction) that Assignor may have in such domain names or websites, and any Marks incorporating such domain names or websites;

(h) Any and all revisions, corrections, improvements, updates, upgrades, enhancements, compilations, or any other derivatives of any of the foregoing;

(i) All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(j) All licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, and all licenses and similar contractual rights with respect to any of the foregoing granted to Assignor by any third party, including, without limitation, any employee or independent contractor of Assignor;

(k) All instantiations of the foregoing in any form and embodied in any form or media;

(l) Any and all royalties, fees, income, payments, remuneration, in-kind consideration, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(m) All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(n) Any and all statutory, contractual, or any other claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date of this Assignment, 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.

3. Recordation and Further Actions. Assignor hereby authorizes (a) the Register of Copyrights and any other national, federal, and state government officials to record and register this Assignment; (b) the United States Commissioner of Patents and Trademarks, and any other official throughout the world whose duty is to

register or record ownership of patents or patent applications, and all divisionals, continuations, continuations-in-part, and substitute applications (the "Related Patent Applications"), that claim or that may claim priority from such patents, patent applications or the Related Patent Applications, to record Assignee as the assignee and sole owner of any and all of Assignor's rights, interests or title in and to each such patent, patent application, and each Related Patent Application; (c) the United States Patent and Trademark Office, and any other entity, agency, or organization throughout the world whose duty is to examine or to issue patents, to issue to the Company any patent resulting from any patent application or any Related Patent Application; (d) the United States Commissioner of Patents and Trademarks, and any other official throughout the world whose duty is to register or record ownership of trademarks or trademark applications, that claim or that may claim priority from such trademarks, or the trademark applications, to record Assignee as the assignee and sole owner of any and all of Assignor's rights, interests or title in and to each such trademark and trademark application; and (e) the United States Patent and Trademark Office, and any other entity, agency, or organization throughout the world whose duty is to examine or to register trademarks, to register to the Company any trademark resulting from any trademark application. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the IP is properly assigned to Assignee, or any assignee or successor thereto.

4. Moral Rights. Without limiting any of the foregoing, to the extent that any rights of paternity, integrity, disclosure, withdrawal, or any other rights that may be known as "moral rights" ("Moral Rights") may have vested in Assignor as an author of any of the Assigned IP, Assignor hereby absolutely and irrevocably waives, in favor of Assignee, to the extent permitted by applicable law, any and all claims, rights, or causes of action that Assignor may now or hereafter have in any jurisdiction to all such Moral Rights in or to any of the IP;

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

6. No Waiver. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

7. Entire Agreement; Amendment. This Assignment constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be amended, except in a writing signed by the parties hereto.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States, to the extent such laws preempt state laws, and otherwise, the Commonwealth of Massachusetts.

9. Counterparts. This Assignment may be executed and/or delivered in multiple counterparts, including by facsimile or email transmission, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.


10. Severability. In the event that any provision in this Assignment is deemed invalid or unenforceable, the other provisions of this Assignment shall not be affected thereby and shall remain in full force and effect, and it is the intent of the parties hereto that such affected provision be enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

Witness: Jany Belaur
Name:

ASSIGNOR:

JADAK, LLC

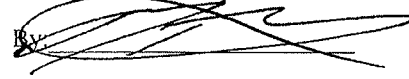
By: 
Name: Robert Buckley

Title: President

Witness: Jany Belaur
Name:

ASSIGNEE:

NOVANTA CORPORATION

By: 
Name: Robert Buckley

Title: Chief Financial Officer

EXHIBIT A

<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
U.S. Pat. D581931	29/278077	3/19/2007	12/2/2008
U.S. Pat. D612855	29/337719	5/28/2009	3/30/2010
U.S. Pat. D612853	29/332296	2/12/2009	3/30/2010
U.S. Pat. D689057	29/436655	11/8/2012	9/3/2013
U.S. Pat. D689058	29/437722	11/20/2012	9/3/2013
U.S. Pat. 7,766,235	11/308170	3/9/2006	8/3/2010
U.S. Pat. 7,614,554	11/420350	5/25/2006	11/10/2009
U.S. Pat. 8,170,322	11/277183	3/22/2006	5/1/2012
U.S. Pat. 7,743,975	11/279275	4/11/2006	6/29/2010
U.S. Pat. 7,764,163	11/557550	11/8/2006	7/27/2010
U.S. Pat. 8,005,280	11/954298	12/17/2007	8/23/2011
U.S. Pat. 8,320,702	11/536248	9/28/2006	11/27/2012
U.S. Pat. 7,631,809	11/627047	1/25/2007	12/15/2009
U.S. Pat. 8,814,047	12/195758	8/21/2008	8/26/2014
U.S. Pat. 8,162,219	11/971294	1/9/2008	4/24/2012
U.S. Pat. 7,942,329	11/838289	8/14/2007	5/17/2011
U.S. Pat. 8,170,271	12/145619	6/25/2008	5/1/2012
U.S. Pat. 7,842,890	12/234002	9/19/2008	11/30/2010
U.S. Pat. 7,982,201	12/555051	9/8/2009	7/19/2011
U.S. Pat. 8,319,823	12/611460	11/3/2009	11/27/2012
U.S. Pat. 8,321,055	12/611783	11/3/2009	11/27/2012
U.S. Pat. 8,976,257	13/562894	7/31/2012	3/10/2015
U.S. Pat. 9,016,581	13/562928	7/31/2012	4/28/2015
U.S. Pat. 7,659,819	11/387421	3/23/2006	2/9/2010
U.S. Pat. 7,456,746	11/513667	8/31/2006	11/25/2008
U.S. Pat. 7,859,411	12/055275	3/25/2008	12/28/2010
U.S. Pat. 7,022,969	10/848707	5/14/2004	4/4/2006
U.S. Pat. 6,111,243	09/016010	1/30/1998	8/29/2000
U.S. Pat. 7,897,912	11/420399	5/26/2006	3/1/2011

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EXHIBIT B

There are no Copyrights.

EXHIBIT C

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark Name</u>
US	78/874511	5/2/2006	3,253,398	6/19/2007	Miscellaneous Design (concentric circles)
EM	008991879	3/30/2010	008991879	9/20/2010	JADAK
US	77/129724	3/13/2007	3,558,195	1/6/2009	JADAK
US	77/815987	8/30/2009	3,894,960	12/21/2010	FLEXPOINT
US	77/815989	8/30/2009	3,871,367	11/2/2010	FLEXPOINT Logo
US	86/015237	7/19/2013	4,664,478	12/30/2014	CLARITY

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EXHIBIT D

Domain Names

Domain Name – jadaktech.com

Name of the Registrant – GSI Group

Creation Date – 2000-06-18

Expiration Date – 2020-06-18