

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467766

<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>
ELEKTRON TECHNOLOGY UK LIMITED		02/15/2018	limited company (Ltd.): UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRIOR SCIENTIFIC INSTRUMENTS LIMITED		
<b>Street Address:</b>	Units 3/4 Fielding Ind Est, Wilbraham Road, Fulbourn		
<b>City:</b>	Cambridge, Cambridgeshire, CB21 5ET		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Entity Type:</b>	limited company (Ltd.): UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4908333	NANOSENSOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027218250		
<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>	202-721-8227		
<b>Email:</b>	cemonid@wenderoth.com		
<b>Correspondent Name:</b>	Rebecca Gan		
<b>Address Line 1:</b>	1030 15th Street, N.W., Suite 400 East		
<b>Address Line 2:</b>	WENDEROTH LLP		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	02539AGEN		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Rebecca Gan		
<b>Address Line 1:</b>	1030 15th Street, NW, Suite 400 East		
<b>Address Line 2:</b>	WENDEROTH LLP		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Rebecca Gan		
<b>SIGNATURE:</b>	/rgan/		
<b>DATE SIGNED:</b>	03/29/2018		

OP \$40.00 4908333

**Total Attachments: 6**

source=Gemstone deed of assignment of TMs signed#page1.tif

source=Gemstone deed of assignment of TMs signed#page2.tif

source=Gemstone deed of assignment of TMs signed#page3.tif

source=Gemstone deed of assignment of TMs signed#page4.tif

source=Gemstone deed of assignment of TMs signed#page5.tif

source=Gemstone deed of assignment of TMs signed#page6.tif

DATED 15 FEBRUARY 2018

ELEKTRON TECHNOLOGY UK (1)  
LIMITED

and

PRIOR SCIENTIFIC INSTRUMENTS (2)  
LIMITED

---

DEED OF ASSIGNMENT OF TRADE  
MARKS

---

MILLS & REEVE

TRADEMARK  
REEL: 006310 FRAME: 0290

THIS DEED is made on 15 February 2018

**BETWEEN:**

- (1) **ELEKTRON TECHNOLOGY UK LIMITED** (No. 04949934) whose registered office is at C/O Elektron Technology Plc, Broers Building, 21 J J Thomson Avenue, Cambridge, CB3 0FA ("Assignor"); and
- (2) **PRIOR SCIENTIFIC INSTRUMENTS LIMITED** (No. 00404087) whose registered office is at Units 3/4 Fielding Ind Est, Wilbraham Road, Fulbourn, Cambridge, Cambridgeshire, CB21 5ET ("Assignee").

**WHEREAS:**

- (A) The Assignor is the proprietor of the Trade Mark (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Trade Mark to the Assignee on the terms set out in this agreement.

**IT IS AGREED:**

**1 Definitions and interpretation**

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**Main Agreement**" means an asset purchase agreement dated [date] between the Assignor, the Assignee and Elektron Technology plc; and

"**Trade Marks**" means the registered trade marks, short particulars of which are set out in Schedule 1.

- 1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.2 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.3 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.4 A reference to **writing** or **written** includes faxes but not email.

**2 Assignment**

- 2.1 Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

- 2.1.1 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks is registered or used; and

- 2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect

of any infringement, or any other cause of action (including passing off) arising from ownership, of the Trade Marks whether occurring before, on or after the date of this agreement.

### **3 Further assurance**

3.1 At the Assignee's expense, the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including assisting the Assignee as necessary:

3.1.1 with the registration of the Assignee as proprietor of the Trade Marks; and

3.1.2 in obtaining, defending and enforcing the Trade Marks.

### **4 Notice**

4.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

4.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

4.1.2 sent by email to such address as notified to the other party from time to time.

4.2 Any notice shall be deemed to have been received:

4.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

4.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service; or

4.2.3 if sent by email, at the time a confirmation of delivery is received by the party transmitting the email.

4.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

### **5 General**

5.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the Recipients (such consent not to be unreasonably withheld or delayed).

5.2 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

- 5.3 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 5.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 5.5 This Agreement together with the other documents between the parties dated today constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 5.6 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 5.7 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 5.8 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 5.9 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it

Schedule 1

Registered Trade Marks

INTELLECTUAL PROPERTY OFFICE	CLASS	MARK	REGISTRATION NUMBER	SPECIFICATION OF GOODS OR SERVICES	STATUS
UK IPO	9	QUEENSGATE	UK00001583392	Optical assemblies; optical filters; capacitance sensors, fibre optic sensors; multi-axis positioning stages, micro- and nano-positioning equipment; tilting mirrors; interferometers and etalons; multiplexers and demultiplexers; piezo-electric apparatus, including piezo-electric actuators and positioners; electrostrictive apparatus, electrostrictive actuators and positioners; electronic controllers for all the aforesaid goods; drive amplifiers; all included in Class 9.	REGISTERED
US PTO	IC: 9 US: 21 23 26 36 & 38	NANOSENSOR	4908333	Electronic instruments for measuring position for non-medical purposes; displacement monitoring devices, namely, displacement transducers; capacitance displacement monitoring devices, namely, capacitance displacement transducers; electrical controllers; digital read-out units, computer display modules and interfaces therefor; interferometers; scanning probe microscopy apparatus; and replacement parts for all of the aforesaid goods.	LIVE

Signed as a deed by **ELEKTRON TECHNOLOGY UK LIMITED** acting by a director in the presence of:

)  
)  
)  
)  
.....  
*(Handwritten signature)*

Director's signature

.....  
*KEITH DALEY*

Director's name

Witness' signature:

.....  
*(Handwritten signature)*

Witness' name:

.....  
*MATTHEW LOWRY*

Witness' address:

.....  
*BROOKS BUILDING, 21 JJ THOMAS AVE,  
CAMBRIDGE CB3 0ET*

Witness' occupation:

.....  
*REHALEAL*

Signed as a deed by **PRIOR SCIENTIFIC INSTRUMENTS LIMITED** acting by a director in the presence of:

)  
)  
)  
)  
.....

Director's signature

.....  
Director's name

Witness' signature:

.....

Witness' name:

.....

Witness' address:

.....

.....

.....

Witness' occupation:

.....