

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475960

<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>
Electric Pump, Inc.		04/28/2017	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Teledyne Instruments, Inc.		
<b>Doing Business As:</b>			
<b>Street Address:</b>	1049 Camino Dos Rios		
<b>City:</b>	Thousand Oaks		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91360		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4071388	ECHO FLO	
<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>	8057374244		
<b>Email:</b>	david.zoetewey@teledyne.com		
<b>Correspondent Name:</b>	David Zoetewey		
<b>Address Line 1:</b>	1049 Camino Dos Rios		
<b>Address Line 4:</b>	Thousand Oaks, CALIFORNIA 91320		
<b>NAME OF SUBMITTER:</b>	David Zoetewey		
<b>SIGNATURE:</b>	/DavidZoetewey/		
<b>DATE SIGNED:</b>	05/30/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is effective as of April 28, 2017 (the "**Effective Date**") between Electric Pump, Inc., a Minnesota corporation ("**Assignor**"), and Teledyne Instruments, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor, the Voting Shareholder of Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement dated as of April 24, 2017 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor is to sell, transfer, assign, convey, set over and deliver to Assignee, among other assets, substantially all of the intellectual property of Assignor related to the Business (as that term is defined in the Purchase Agreement), and has agreed to execute and deliver this Assignment to Assignee for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

1. Assignor hereby sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's rights, title and interests 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, trademark applications, and unregistered trademarks set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) 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;

(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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the proper officials of all other countries to record this Assignment

upon request of Assignee. At Assignee's cost and expense, Assignor shall take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are assigned to Assignee, or any assignee or successor thereto.

3. All representations, warranties, covenants and indemnities of Assignor relating to the Assigned Trademarks are set forth in the Purchase Agreement.

*[signature page follows]*

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor has executed this Assignment on this 28th day of April, 2017.

**ELECTRIC PUMP, INC.**

By: 

Name: Richard S. Miller

Title: President

ACKNOWLEDGED AND ACCEPTED:

**TELEDYNE INSTRUMENTS, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor has executed this Assignment on this 28th day of April, 2017.

**ELECTRIC PUMP, INC.**

By: 

Name: Richard S. Miller

Title: President

ACKNOWLEDGED AND ACCEPTED:

**TELEDYNE INSTRUMENTS, INC.**

By: 

Name: Melanie S. Cibik

Title: Senior Vice President,  
General Counsel, Chief  
Compliance Officer and  
Secretary

SCHEDULE 1  
TO  
TRADEMARK ASSIGNMENT  
BY ELECTRIC PUMP, INC.  
TO TELEDYNE INSTRUMENTS, INC.

U.S. Trademark Registrations

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Date of Registration</u>
EchoFLO (Serial 85040198)	4071388	December 13, 2011

Unregistered Trademarks

All of the following Marks (including all related logos and word marks):



Doppler Flow Meters  
EchoFlo  
Explosion Proof Refrigerated Wastewater Sampler  
Portable Wastewater Sampler  
Portable Composite Wastewater Sampler  
Indoor Refrigerated Wastewater Sampler



Quality Control Equipment Company  
Quality Control Equipment Co.  
QCEC  
OPTIMA  
OPTIMA CVE-16  
CVE-16  
CVE-16-P  
CVE-16-WM  
Century  
Century 3000  
Century 3000 QLS  
Century 3000 CVE-16  
QLS  
QLS-P  
CVE-81EXP  
CVE-81 Explosion Proof Sampler  
ENC-1  
MODEL-E  
MODEL E  
MODEL-E-WW  
QC-OC  
QC-OC-1  
QC-OC-1R  
QC-DT  
QC-DT-1  
Hybrid Ultrasonic Flowmeter  
Ultrasonic Flow Meter  
ULTRASONIC OPEN CHANNEL  
FLOWMETER