

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FreshLoc Technologies, Inc.		11/07/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Mesa Laboratories, Inc.		
Street Address:	12100 West 6th Avenue		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80228		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4308357	FRESHLOC	
CORRESPONDENCE DATA			
Fax Number:	7036848206		
<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:	703-684-6885		
Email:	Elisedelatorre@bbpatlaw.com		
Correspondent Name:	Theodore A. Breiner		
Address Line 1:	115 North Henry Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	THEODORE A. BREINER		
SIGNATURE:	/Theodore A. Breiner/		
DATE SIGNED:	05/08/2018		
Total Attachments: 6			
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OP \$40.00 4308357

EXHIBIT E

ASSIGNMENT OF ALL INTELLECTUAL PROPERTY ASSETS

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") effective the 7th day of November, 2016 ("Effective Date") is made and entered into by and between FreshLoc Technologies, Inc., a Texas corporation ("*Assignor*") and Mesa Laboratories, Inc., a Colorado corporation ("*Assignee*") (each a "*Party*" and collectively, the "*Parties*"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (defined below).

WITNESSETH:

WHEREAS, Assignor is the owner of the common law trademarks, U.S. trademark registrations and applications for registration listed on Schedule A attached hereto and the goodwill associated with the same (the "*Trademarks*"); and

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as the date hereof (the "*APA*"), pursuant to which Assignee agreed to purchase certain assets of the Assignor, including but not limited to the Trademarks.

NOW, THEREFORE, for the consideration set forth in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers and sets over to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks; and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Assignee for its own use and on behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor has this sale and assignment not been made.

2. Representations and Warranties. Assignor represents and warrants that (i) Assignor owns the entire right, title and interest in and to the Trademarks; (ii) all registrations for the Trademarks are currently valid and subsisting and in full force and effect; (iii) Assignor has the authority necessary to enter into this Assignment and the execution and delivery of this Assignment has been duly and validly authorized; and (iv) execution of this Assignment and performance of the Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of the Assignor's Article of Incorporation or By-laws.

3. Recording of Assignment. Assignor authorizes and requests the Commissioner of Patents and Trademarks in the United States to record Assignee as assignee and owner of the registered trademarks and applications for registrations set forth on Schedule A, for the sole use and enjoyment of Assignee, its successors and assigns.

4. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment. After the Effective Date, Assignor agrees to make no further use of the Trademarks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees not to challenge Assignee's use or ownership, or the validity, of the Trademarks.

5. Severability. Any provision of this Assignment that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without

Assignee  Assignor 


affecting in any way the remaining provisions of this Assignment in such jurisdiction or rendering that or any other provision of this Assignment invalid, illegal or unenforceable in any other jurisdiction.

6. Governing Law, Jurisdiction and Venue. This Assignment shall be entered into and shall be construed and enforced in accordance with the Laws of the State of Colorado, without regard to such state's principles of conflicts of laws. Subject to the provisions of Section 7, local and state courts situated within Jefferson County, Colorado, and the federal district court situated within Denver, Colorado shall have exclusive jurisdiction with respect to matters arising out of or related to this Assignment, unless disputes arising from or related to the Assignment are brought forth by Mesa in which case the federal and state courts in Dallas County, Texas shall have exclusive jurisdiction. The parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Assignment, or any judgment entered by any court of competent jurisdiction in respect hereof brought in such court as provided herein, and further irrevocably waive any claim that any suit, action or proceeding brought in accordance herewith has been brought in an inconvenient forum.

7. Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this Assignment or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, in any controversy arising hereunder which involves a claim of more than five hundred thousand dollars (\$500,000), then such claim shall be administered under the Procedures for Large, Complex Commercial Disputes ("LCCD"). The number of arbitrator(s) shall be one (1) to be selected from a panel of persons being retired attorneys having ten (10) or more years of experience in mergers and acquisitions, who also shall have served as an arbitrator at least three (3) times prior to their service as an arbitrator in this arbitration, except if the matter is heard as a LCCD as provided in this Section 7, then the number of arbitrators shall be three (3). The arbitration shall be conducted in Denver, Colorado, unless disputes arising from or related to the Assignment are brought forth by Mesa in which case the arbitration shall be conducted in Dallas, Texas. Except as may be required by law, neither a Party nor its representatives, nor any arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. The arbitrator(s) shall have no authority to award punitive, consequential, special, or indirect damages, except as may be required by Law. The arbitrator(s) shall be entitled to issue injunctive and other equitable relief. The award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand), except in the case of an LCCD, in which case the award shall be made within one (1) year. The arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by the arbitrator(s) if necessary. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award shall be in writing, shall be signed by the arbitrator or a majority of the arbitrators, as the case may be, and shall include a statement setting forth the reasons for the disposition of any claim.

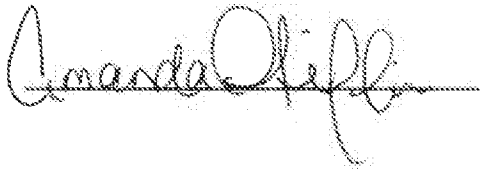
8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

(remainder of page intentionally left blank; signatures on following page)

Assignee  Assignor 

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representatives.

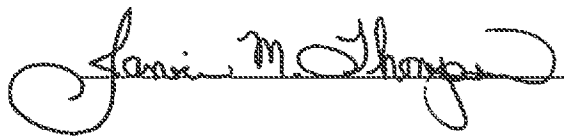
ATTEST:

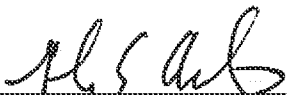


ASSIGNOR:
FRESHLOC TECHNOLOGIES, INC

By: 
_____ Alan Camerik Heller, Chairman/CEO

ASSIGNEE:
MESA LABORATORIES, INC.



By: 
_____ Glenn E. Adriance
VP, Chief Sales & Marketing Officer

(Signature Page to Assignment of Intellectual Property - Trademark Assignment, Exhibit E dated November 7th, 2016 between Mesa Laboratories, Inc. and FreshLoc Technologies, Inc.)

Assignee  Assignor 

State of Texas
County of Dallas

Assignee Acknowledgment

I certify that before me appeared this day Alan Camerik Heller, a person known to me, who after being sworn stated he is Chairman and Chief Executive Officer of FreshLoc Technologies, Inc., a Texas corporation and is duly authorized to act on behalf of said corporation, and being informed of the contents thereof, acknowledged execution of the foregoing assignment on behalf of said corporation.

Witness my hand and official seal, this 7th day of November, 2016.

[Signature]

Assignee [Signature] Assignor [Signature]

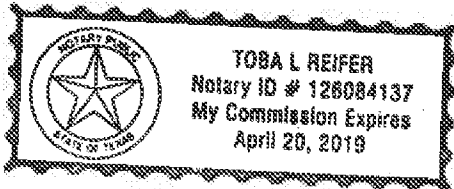
State of ~~Colorado~~ ⁷²² ~~Texas~~ ⁷²²
County of Dallas

Assignor Acknowledgment

I certify that before me appeared this day Glenn E. Adriance, a person known to me, who after being sworn stated he is Vice President, Chief Sales and Marketing Officer of Mesa Laboratories, Inc., a Colorado corporation and is duly authorized to act on behalf of said corporation, and being informed of the contents thereof, acknowledged execution of the foregoing assignment on behalf of said corporation.

Witness my hand and official seal, this 7th day of November, 2016.

Toba L. Reifer



Assignee *[Signature]* Assignor *[Signature]*

SCHEDULE A

Common Law Marks

Website:

www.freshloc.net

www.freshloc.com

Telephone Numbers:

972-759-0111

888-225-9458

Social Media:

Twitter: @FreshLocTech: <https://twitter.com/freshloctech>

Facebook: <https://www.facebook.com/FreshLocTechnologies/>

LinkedIn: <https://www.linkedin.com/company/freshloc-technologies>

Registered Marks

Mark	Country	Serial No.	Registration No.	Registration Date
Freshloc	United States	85676516	4,308,357	March 26, 2013

Assignee  Assignor 

TRADEMARK