

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483528

<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>
Nikon Corporation		03/31/2018	Corporation: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASF METROLOGY S.R.L.		
<b>Street Address:</b>	Corso Giuseppe Siccardi 11/bis		
<b>City:</b>	10122 Turin		
<b>State/Country:</b>	ITALY		
<b>Entity Type:</b>	Società a Responsabilità Limitata: ITALY		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86827859	LK	
<b>Serial Number:</b>	86678616	CAMIO	
<b>Serial Number:</b>	86678513	ALTERA	
<b>Serial Number:</b>	86828936	ALTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7032737684		
<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>	703-273-7680		
<b>Email:</b>	rshapiro@sasiplaw.com		
<b>Correspondent Name:</b>	RONALD E. SHAPIRO		
<b>Address Line 1:</b>	11350 RANDOM HILLS ROAD, SUITE 740		
<b>Address Line 4:</b>	FAIRFAX, VIRGINIA 22030		
<b>NAME OF SUBMITTER:</b>	Ronald E. Shapiro		
<b>SIGNATURE:</b>	/Ronald E. Shapiro/		
<b>DATE SIGNED:</b>	07/26/2018		
<b>Total Attachments: 16</b>			
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C L I F F O R D  
C H A N C E

CLIFFORD CHANCE LLP

EXECUTION VERSION

NIKON CORPORATION

AND

ASF METROLOGY S.R.L.

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TRADE MARK DEED OF ASSIGNMENT

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THIS DEED is made on 31 March 2018.

**BETWEEN:**

- (A) **NIKON CORPORATION**, a company in Japan and whose registered office is at 2-15-3, Konan, Minato-Ku, Tokyo, Japan ("**Assignor**"); and
- (B) **ASF METROLOGY S.R.L.**, a corporation organized under the laws of Italy, with its registered office in Turin at Corso Giuseppe Siccardi 11/bis, registered with the Register of Enterprises of Turin under no. 06437310722, hereby represented by Mr. Angelo Muscarella, in his quality as director and sole shareholder ("**Assignee**").

Individually a "**Party**" or together the "**Parties**".

**BACKGROUND**

- (1) The Assignor is the proprietor of the Assigned Trade Marks (as defined below).
- (2) Nikon Metrology NV and the Assignee entered into the Asset Purchase Agreement on 8 February 2018 (the "**APA**") in order to set out their rights and obligations in connection with the transfer of the Business (as defined below) to the Buyer (the "**Assignee**").
- (3) Pursuant to the APA, the Seller has agreed to assign (and procure the assignment of) the Assigned Trade Marks on the terms set out in that Agreement.

**THE PARTIES AGREE** as follows:

**1. INTERPRETATION**

- 1.1 Capitalised words and phrases not expressly defined in this Deed of Assignment shall bear the meaning ascribed to them in the definitions and interpretation provisions set out in Clause 1 of the APA.

"**Business**" means the coordinate measuring machines business; and

"**Assigned Trade Marks**" means the trade marks and trade mark applications used in connection with the Business which are set out in Schedule 1 and which will be assigned to the Buyer upon Completion.

- 1.2 The schedule forms an integral part of this Deed and shall have effect as if set out in full in the body of the Deed and any reference to this Deed includes the schedule.
- 1.3 Any reference to a recital, clause or schedule is to the relevant recital, clause or schedule of or to this Deed and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or schedule in which it appears and the table of contents and clause headings are included for convenience only and do not affect its interpretation.
- 1.4 Any phrase introduced or preceded by the terms "include", "including" or any similar expression shall be construed as illustrative, shall not limit the sense of the words

preceding these terms unless expressly stated otherwise, and shall be deemed to be followed by "without limitation".

- 1.5 Use of the singular includes the plural and vice versa and use of any gender includes the other genders, and any reference to a "person" includes an individual, firm, partnership, body corporate, corporation, association, organisation, government, state, foundation, trust or other legally recognised person, entity or body, in each case whether or not having separate legal personality.
- 1.6 Any undertaking by or obligation on a Party not to do any act or thing includes an undertaking not to encourage, solicit, cause or assist the doing of that act or thing.

## 2. ASSIGNMENT

- 2.1 Assignor hereby assigns to the Assignee all right, title and interest in the Assigned Trade Marks together with:

- 2.1.1 any registrations granted pursuant to any of the applications comprised in the Assigned Trade Marks;
- 2.1.2 any unregistered rights and interest contained in the Assigned Trade Marks including all goodwill and rights in reputation associated with any trade marks, brands, logos or other trading names and styles;
- 2.1.3 any rights to file, prosecute and maintain any applications for registration and any registrations, and any rights to claim priority to or make any foreign filings based on any applications or registrations, with respect to any registrations and applications included in or arising from the Assigned Trade Marks; and
- 2.1.4 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered or recoverable, settlement payments received and any other proceeds therefrom) in respect of any infringement, misuse, or any other cause of action arising from ownership, of any of the Assigned Trade Marks whether occurring before, on, or after the date of this Deed of Assignment.

- 2.2 The Assignee acknowledges and agrees that the Assigned Trade Marks are subject to the applicable provisions of the other Transaction Documents, including the APA.

## 3. FURTHER ASSURANCE

The Assignor shall on request by the Assignee in writing and at the Assignee's expense do and execute or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Deed of Assignment.

## 4. ASSISTANCE WITH APPLICATIONS

The Assignor shall on request by the Assignee in writing and at the Assignee's expense give such assistance as the Assignee may reasonably request to complete the registration of Trade Marks pursuant to the trade mark applications.

5. **GOVERNING LAW AND JURISDICTION**




This Deed of Assignment and any non contractual or other obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Deed. Any claim for any loss or damage (including any interest, professional fees or legal costs) or for payment of any other amount arising under, or in connection with, this Deed or the APA shall only be brought by or against the parties who have entered into the APA.

6. **COUNTERPARTS**





This Deed of Assignment may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement. This Deed of Assignment shall not come into effect until each party has executed at least one counterpart.

**SCHEDULE I  
INTELLECTUAL PROPERTY**

**ASSIGNED TRADE MARKS**

Jurisdiction	Official No	Trade mark	Trade mark image	Status	Applicant	Registration Date	Expiry Date
Japan	2015-114655	LK (Logo)		Registered	Nikon Corporation	15/04/2016	15/04/2026
EUTM	14820121	LK (Logo)		Registered	Nikon Corporation	25/04/2016	20/11/2025
USA	86827859	LK (Logo)		Registered	Nikon Corporation	22/11/2016	22/11/2026
China	19040893	CAMIO		Registered	Nikon Corporation	2017/11/7	2027/11/6
EUTM	14326681	CAMIO		Registered	Nikon Corporation	03/12/2015	02/07/2025
Japan	2015-062229	CAMIO		Registered	Nikon Corporation	11/12/2015	11/12/2025
USA	86678616	CAMIO		Registered	Nikon Corporation	10/05/2016	10/05/2026
China	18974216	ALTERA		Pending	Nikon Corporation		
China	26985940	ALTERA		Pending	Nikon Corporation		
EUTM	14319362	ALTERA		Registered	Nikon Corporation	17/11/2015	30/06/2025



Jurisdiction	Official No	Trade mark	Trade mark image	Status	Applicant	Registration Date	Expiry Date
Japan	2015-062228	ALTERA		Registered	Nikon Corporation	19/08/2016	19/08/2026
USA	86678513	ALTERA		Registered	Nikon Corporation	02/02/2016	02/02/2026
Japan	2015-114659	ALTO (Logo)		Pending	Nikon Corporation		
China	18564006	ALTO (Logo)		Registered	Nikon Corporation	28/03/2017	27/03/2027
EUTM	14820104	ALTO (Logo)		Registered	Nikon Corporation	25/04/2016	20/11/2025
USA	86828936	ALTO (Logo)		Pending	Nikon Corporation		

**EXECUTED AS A DEED BY THE PARTIES:**

**ASSIGNOR**

Executed as a deed by )  
NIKON CORPORATION )

\_\_\_\_\_ Signature of authorised signatory

Hideya Inoue \_\_\_\_\_ Name of authorised signatory

Associate Vice President, General Manager,

Intellectual Property Division

\_\_\_\_\_ Signature of witness

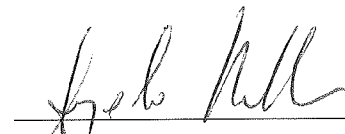
\_\_\_\_\_ Name of witness

\_\_\_\_\_ Address of witness

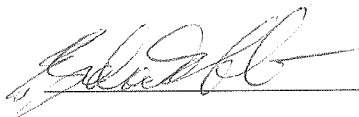
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**ASSIGNEE**

Executed as a deed by )  
ASF METROLOGY S.R.L. )

 \_\_\_\_\_ Signature of director

ANGELO RUSCARELLA \_\_\_\_\_ Name of director

 \_\_\_\_\_ Signature of witness

SALVATORE CALI \_\_\_\_\_ Name of witness

\_\_\_\_\_ Address of witness

\_\_\_\_\_  
\_\_\_\_\_

C L I F F O R D  
C H A N C E

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**SCHEDULE 1  
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**EXECUTED AS A DEED BY THE PARTIES:**

**ASSIGNOR**

Executed as a deed by )  
NIKON CORPORATION )

 Signature of authorised signatory  
Hideya Inoue Name of authorised signatory

Associate Vice President, General Manager,  
Intellectual Property Division

 Signature of witness  
Makoto Asakura Name of witness  
2-15-3, Konan, Minato-Ku, Tokyo, Japan Address of witness

**ASSIGNEE**

Executed as a deed by )  
ASF METROLOGY S.R.L. )

\_\_\_\_\_  
Signature of director  
\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of witness  
\_\_\_\_\_  
Name of witness  
\_\_\_\_\_  
Address of witness