

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Industrial Sensors, Inc.		09/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gems Sensors Inc.		
Street Address:	1 Cowles Rd		
City:	Plainville		
State/Country:	CONNECTICUT		
Postal Code:	06062		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	0846962	FLIP PAK	
Registration Number:	1127464	GEMS	
Registration Number:	0798322	LOAD-PAK	
Registration Number:	1128881	ROLI	
Registration Number:	1628139	ROTORFLOW	
Registration Number:	0846963	SAFE PAK	
Registration Number:	1177898	SURESITE	
Registration Number:	2224043	TURBOFLOW	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@fluke.com		
Correspondent Name:	Caldwell A. Camero		
Address Line 1:	6920 Seaway Boulevard		
Address Line 4:	Everett, WASHINGTON 98203		
ATTORNEY DOCKET NUMBER:	Gems Assignment		
NAME OF SUBMITTER:	Cheryl Whitlock		
SIGNATURE:	/Cheryl Whitlock/		

OP \$215.00 0846962

DATE SIGNED:	09/27/2018
Total Attachments: 3 source=Gems Trademark Assignment_ISI to Gems (fully executed)#page1.tif source=Gems Trademark Assignment_ISI to Gems (fully executed)#page2.tif source=Gems Trademark Assignment_ISI to Gems (fully executed)#page3.tif	

ASSIGNMENT OF TRADEMARKS

Whereas, Industrial Sensors, Inc., a Delaware corporation having offices and its principal place of business at 6920 Seaway Blvd, Everett, WA 98203, United States (hereinafter "Assignor"), has, either directly or through related entities and/or predecessors in interest, adopted and used in its business and is the owner of the trademarks listed and described in Schedule A (collectively, the "Trademarks" and "Trademark") attached hereto;

Whereas, Gems Sensors Inc., a Delaware Corporation having offices and its principal place of business at 1 Cowles Rd, Plainville, CT 06062, United States (hereinafter "Assignee"), desires to acquire the entire right, title, and interest in and to the marks.

Now Therefore, for good and valuable consideration, receipt of which the Assignee acknowledges, and by signing and delivering this instrument, the Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee and the Assignee accepts all of the Assignor's right, title, and interest in and to the following:

The registered trademarks and applications for registration of trademarks specifically listed in Schedule A to this Assignment; and

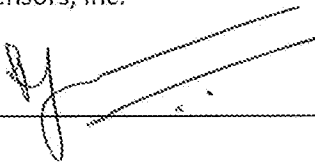
- i. All goodwill associated with the business related to the Trademarks together with all rights to use, license, and otherwise exploit the Trademarks;
 - ii. All income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any Trademark;
 - iii. All rights in and under the Trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this Assignment; and
 - iv. All rights to sue and recover damages and payments for past, present, and future infringements, dilution, or other violation of any of the Trademarks, including the right to fully and entirely replace the Assignor in all related matters.
2. **Representations and Warranties.** Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Trademarks; the Trademarks are free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Trademarks do not infringe the intellectual property rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Trademarks.
3. **Indemnification.** Assignor agrees to indemnify and hold Assignee harmless from and against any claims arising from breach or alleged breach of its representations, warranties, and obligations set forth herein.

4. **Further Assurances.** Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Trademarks and the vesting of complete and exclusive ownership of the Trademarks in Assignee.
5. **Binding on Successors.** This Assignment will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.
6. **Governing Law and Jurisdiction.** This Assignment will be governed by, and construed in accordance with, the laws of the state of Washington without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Assignment, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts in Snohomish County, Washington.
7. **Amendment and Waiver.** This Assignment may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Assignment will not operate or be construed as a waiver of any subsequent breach.
8. **Severability.** If any provision of this Assignment is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Assignment.
9. **Entire Agreement.** This Assignment is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed by its duly authorized representatives on the respective dates entered below.

Industrial Sensors, Inc.

Assignor

By:  _____

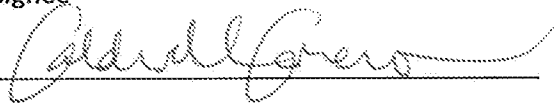
Printed Name: Rajesh Yadava

Title: Vice President & Treasurer

Date: Sept. 19, 2018

Gems Sensors Inc.

Assignee

By:  _____

Printed Name: ~~Jeffrey Townsend~~ Caldwell A. Cameo

Title: ~~President~~ Sr. Global Trademark Counsel

Date: Sept. 27, 2018

Schedule A

TRADEMARK	JURISDICTION	REGISTRATION NO.	REGISTRATION DATE
FLIP PAK	United States of America	0846962	2-Apr-1968
GEMS	France	1208783	9-Jul-1982
GEMS	United States of America	1127464	11-Dec-1979
LOAD-PAK	United States of America	0798322	2-Nov-1965
ROLI	United States of America	1128881	8-Jan-1980
ROTORFLOW	France	1614654	11-Sep-1990
ROTORFLOW	Germany	1180260	19-Aug-1991
ROTORFLOW	United States of America	1628139	18-Dec-1990
SAFE PAK	United States of America	0846963	2-Apr-1968
SureSite	United States of America	1177898	17-Nov-1981
TurboFlow	United States of America	2224043	16-Feb-1999