

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510852

<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>
Astronics Test Systems Inc.		02/13/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Advantest Test Solutions, Inc.		
<b>Street Address:</b>	3061 Zanker Road		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95134		
<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>	2530348	ACTIVATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032202480		
<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>	503-224-3380		
<b>Email:</b>	alfredo.villanueva@stoel.com, kris.roche@stoel.com, lindsay.nied@stoel.com		
<b>Correspondent Name:</b>	ALFREDO VILLANUEVA		
<b>Address Line 1:</b>	760 SW NINTH AVENUE		
<b>Address Line 2:</b>	SUITE 3000		
<b>Address Line 4:</b>	PORTLAND, OREGON 97205-2586		
<b>NAME OF SUBMITTER:</b>	Alfredo Villanueva		
<b>SIGNATURE:</b>	/Alfredo Villanueva/		
<b>DATE SIGNED:</b>	02/20/2019		
<b>Total Attachments: 4</b>			
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## Trademark Assignment Agreement

This Trademark Assignment Agreement (the “*Agreement*”) effective as of February 13, 2019 (the “*Effective Date*”), is by and between **Astronics Test Systems Inc.**, a Delaware corporation (“*Seller*”), and **Advantest Test Solutions, Inc.**, a Delaware corporation (“*Buyer*”).

**WHEREAS**, Seller and Buyer have entered into a certain Amended and Restated Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in and to the Intellectual Property Assets and Technology owned by Seller and to execute and deliver this Trademark Assignment Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

**NOW, THEREFORE**, Seller agrees as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following:
  - (a) The trademark registrations and trademark applications set forth in Schedule A and all issuances, extensions and renewals thereof (the “*Assigned Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
  - (b) all rights of any kind whatsoever of Seller 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 to Seller 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, 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, or other violation thereof, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, as well as the right to take over and continue any and all existing suits related to any Assigned Trademark.
3. Recordation and Further Assurances. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment Agreement upon request by Buyer.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and the Assumed Liabilities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns. No provision of this Agreement is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any Person other than the parties hereto.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed this Trademark Assignment Agreement as of the Effective Date.

Astronics Test Systems Inc.

By 

Name: David C. Burney

Title: Secretary and Treasurer

Schedule A  
To Trademark Assignment Agreement  
Assigned Trademarks

**Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date
ACTIVATE (word mark)	United States	Registration Number - 2530348	Registration Date: January 15, 2002