

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM510957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROPER SCIENTIFIC, INC.		01/25/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TELEDYNE DIGITAL IMAGING US, INC.		
Street Address:	1049 CAMINO DOS RIOS		
City:	THOUSAND OAKS		
State/Country:	CALIFORNIA		
Postal Code:	91360		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3859149	ACE	
Registration Number:	3866047	BACKGROUND EVENT REDUCTION TECHNOLOGY	
Registration Number:	3859109	BLACK-LOCK	
Registration Number:	3710200	EVOLVE	
Registration Number:	5481736	FERGIE	
Registration Number:	4474063	INTELICAL	
Registration Number:	4223249	ISOPLANE	
Serial Number:	87208329	KURO	
Registration Number:	4171356	LIGHTFIELD	
Registration Number:	2693026	MEGAPLUS	
Registration Number:	5095596	METACHROME	
Registration Number:	4447243	NIRVANA	
Registration Number:	3859150	PAR	
Registration Number:	2606444	PHOTOMETRICS	
Registration Number:	2606570	PI MAX	
Registration Number:	4171341	PROEM	
Registration Number:	1975659	PVCAM	
Registration Number:	4172647	PYLON	
Registration Number:	3347675	QUANTEM	

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Property Type	Number	Word Mark
Registration Number:	3859108	QUANT-VIEW
Registration Number:	3859107	RAPID-CAL
Registration Number:	5286985	SOPHIA
Registration Number:	4629465	SPECTRAPRO
Registration Number:	3859113	TOP-LOCK
Registration Number:	3859106	VARI-BIT
Serial Number:	86848134	BLAZE

CORRESPONDENCE DATA

Fax Number:

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.

Email: ZACHARY.HUNSAKER@TELEDYNE.COM

Correspondent Name: ZACH HUNSAKER

Address Line 1: 1049 CAMINO DOS RIOS

Address Line 4: THOUSAND OAKS, CALIFORNIA 91360

ATTORNEY DOCKET NUMBER:	416/424-2019-001
NAME OF SUBMITTER:	Zachary Hunsaker
SIGNATURE:	/zjh/
DATE SIGNED:	02/21/2019

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Agreement”), dated as of January 25, 2019, is entered into by and between Roper Scientific, Inc., a Delaware Corporation, located at 3660 Quakerbridge Road, Trenton, New Jersey, 08619 USA (“Assignor”) and Teledyne Digital Imaging US, Inc., a Delaware corporation, located at 700 Technology Park Drive, Billerica, Massachusetts, 01821, USA (“Assignee”). Assignor and Assignee are sometimes individually referred to in this Agreement as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, reference is hereby made to that certain Purchase Agreement, dated as of December 19, 2018 (as amended, restated, modified or supplemented from time to time, the “Purchase Agreement”), between Roper Technologies, Inc., a Delaware corporation (“Roper”), and Teledyne Technologies Incorporated, a Delaware corporation (“Teledyne”), pursuant to which, among other things, Roper has agreed to sell, or cause certain of its direct or indirect Subsidiaries (each, an “Asset Seller”), to sell to certain of Teledyne’s Affiliates (each, an “Asset Buyer”), and Teledyne has agreed to cause the Asset Buyers to purchase from Roper or the Asset Sellers, the Transferred Assets and Liabilities;

WHEREAS, Assignor is the owner of: (a) those certain trademark registrations identified on Schedule A attached hereto (“Assigned Trademarks”), (b) those certain internet domain name registrations identified on Schedule B attached hereto (“Assigned Domain Names”), and (c) those certain patent and patent applications identified on Schedule C (the “Assigned Patents” and together with the Assigned Trademarks and Assigned Domain Names, the “Assigned IP”);

WHEREAS, Teledyne has designated Assignee as the Asset Buyer with respect to the Assigned IP; and

WHEREAS, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, the Assigned IP pursuant to the terms and subject to the conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants and agreements set forth in this Agreement and other good and valuable consideration, including as set forth in the Purchase Agreement, and intending to be legally bound, the Parties hereby agree as follows:

1. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, (i) all of Assignor’s right, title, and interest in and to the Assigned Trademarks, (ii) the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, (iii) the right to sue and recover for past, present, and future infringement thereof, (iv) the right to secure registration of the Assigned Trademarks and recordation of this Agreement, and (v) the right to initiate other proceedings before all Governmental Entities with respect to the Assigned Trademarks.

2. Conveyance and Acceptance of Assigned Domain Names. Assignor hereby sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, (i) all of Assignor's right, title, and interest in and to the Assigned Domain Names, (ii) the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, provided any such goodwill exists and is held by Assignor (iii) the right to sue and recover for past, present, and future infringement thereof, (iv) the right to secure a renewal of any registration of the Assigned Domain Names, and (v) the right to initiate other proceedings before all governmental authorities and Registering Authorities with respect to such Assigned Domain Names.

3. Conveyance and Acceptance of Assigned Patents. Assignor hereby sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, (i) all of Assignor's right, title, and interest in and to the Assigned Patents, (ii) all rights of priority with respect to the Assigned Patents under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention, (iii) all models and designs, domestic and foreign, which may hereafter be filed corresponding to the Assigned Patents; (iv) all forms of industrial property protection, including without limitation patents, utility models, inventors' certificates and designs which may be granted on the Assigned Patents; and (v) all continuations, continuations-in-part, divisionals, substitutes, reissues, reexaminations, renewals, patents of addition and extensions of and with respect to the Assigned Patents, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said Assigned Patents are granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor as if this Agreement had not been made, together with all of Assignor's right, title and interest in and to claims for damages by reason of past infringement of the Assigned Patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

4. Assumption of Liabilities. Effective as of the Closing, and on the terms and subject to the conditions set forth in the Purchase Agreement, Assignee hereby assumes from Assignor, and agrees to pay, perform, fulfill and discharge when and as due, all Transferred Liabilities associated with the Assigned IP.

5. Cooperation. Whenever reasonably requested to do so by Assignee or its successors, assigns or other legal representatives, at Assignee's expense, Assignor shall use its commercially reasonable efforts to execute and deliver any and all applications, assignments or other instruments which such requesting party shall deem necessary to more effectively complete the assignment of the Assigned IP and to allow Assignee and its successors, assigns or other legal representatives to apply for, protect, obtain, maintain, issue, defend and enforce letters patent of any country or to otherwise protect their respective interests therein. Assignee shall be responsible, at its expense, for the preparation, legalization and recording of any documents and the obtaining of any third party or governmental approvals or consent not required to be obtained by Assignor under the Purchase Agreement which may be necessary to effect and record the assignment of the Patents.

6. Terms of the Purchase Agreement. This Agreement is being delivered pursuant to the Purchase Agreement and will be construed consistently therewith. This Agreement is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of the parties under the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern and control. The Purchase Agreement is not merged into this Agreement.

7. Miscellaneous.

(a) Certain Definitions. Capitalized terms used but not otherwise defined in this Agreement have the meanings ascribed to them in the Purchase Agreement.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware (regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance and remedies.

(c) Consent to Jurisdiction. Each Party hereby irrevocably agrees that any Legal Dispute shall be brought only in the exclusive jurisdiction of the courts of the State of Delaware or the federal courts located in the State of Delaware, and each Party hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Legal Dispute and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Legal Dispute in any such court or that any such Legal Dispute that is brought in any such court has been brought in an inconvenient forum. During the period a Legal Dispute that is filed in accordance with this Section 7(c) is pending before a court, all Actions with respect to such Legal Dispute or any other Legal Dispute, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each Party hereby waives, and shall not assert as a defense in any Legal Dispute, that (i) such Party is not subject thereto, (ii) such Legal Dispute may not be brought or is not maintainable in such court, (iii) such Party's property is exempt or immune from execution, (iv) such Legal Dispute is brought in an inconvenient forum or (v) the venue of Legal Dispute is improper. A final judgment in any Legal Dispute described in this Section 7(c) following the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Laws.

(d) Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY MATTER WHICH IS THE SUBJECT OF THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by email


transmission shall be as effective as delivery of a manually executed counterpart of the Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

ROPER SCIENTIFIC, INC.

By: 
Name: John K. Stipancich
Title: Authorized Signatory

ASSIGNEE:

**TELEDYNE DIGITAL IMAGING US,
INC.**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

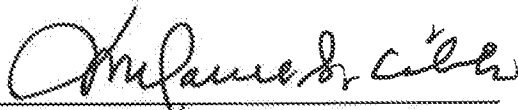
ASSIGNOR:

ROPER SCIENTIFIC, INC.

By: _____
Name: John K. Stipancich
Title: Authorized Signatory

ASSIGNEE:

**TELEDYNE DIGITAL IMAGING US,
INC.**

By:  _____
Name: Melanie S. Cibik
Title: Senior Vice President,
General Counsel, Chief Compliance
Officer and Secretary

Schedule A

Assigned Trademarks

Mark	Country	Status	App No.	App. Date	Reg. No.	Reg. Date	Class	Owner
BLAZE	US	Registered	86848134	Dec 14, 2015	5416644	Feb 27, 2018	09	Roper Scientific, Inc.
FERGIE (WO)	Norway	Registered	1343820	Feb 16, 2017	1343820	Feb 16, 2017	09	Roper Scientific, Inc.
FERGIE (WO)	Japan	Registered	1343820	Feb 16, 2017	1343820	Feb 16, 2017	09	Roper Scientific, Inc.
FERGIE (WO)	EU	Registered	1343820	Feb 16, 2017	1343820	Feb 16, 2017	09	Roper Scientific, Inc.
FERGIE	US	Registered	87139474	Aug 16, 2016	5481736	May 29, 2018	09	Roper Scientific, Inc.
PVCAM	US	Registered	74487501	Feb 7, 1994	1975659	May 28, 1996	09	Roper Scientific, Inc.
PHOTOMETRICS	US	Registered	75894635	Jan 7, 2000	2606444	Aug 13, 2002	09	Roper Scientific, Inc.
PI-MAX	US	Registered	76048715	May 12, 2000	2606570	Aug 13, 2002	09	Roper Scientific, Inc.
MEGAPLUS	US	Registered	76407920	May 14, 2002	2693026	Mar 4, 2003	09	Roper Scientific, Inc.
PHOTOMETRICS	EU	Registered	5073961	May 15, 2006	5073961	Oct 23, 2007	09, 42	Roper Scientific, Inc.
QUANTEM	US	Registered	77135648	Mar 20, 2007	3347675	Dec 4, 2007	09	Roper Scientific, Inc.
EVOLVE	US	Registered	77595281	Oct 17, 2008	3710200	Nov 10, 2009	09	Roper Scientific, Inc.
VARI-BIT	US	Registered	77816647	Aug 31, 2009	3859106	Oct 12, 2010	09	Roper Scientific, Inc.
RAPID-CAL	US	Registered	77816674	Aug 31, 2009	3859107	Oct 12, 2010	09	Roper Scientific, Inc.
QUANT-VIEW	US	Registered	77816697	Aug 31, 2009	3859108	Oct 12, 2010	09	Roper Scientific, Inc.

EXECUTION VERSION

Mark	Country	Status	App No.	App. Date	Reg. No.	Reg. Date	Class	Owner
BACKGROUND EVENT REDUCTION TECHNOLOGY	US	Registered	77816721	Aug 31, 2009	3866047	Oct 19, 2010	09	Roper Scientific, Inc.
BLACK-LOCK	US	Registered	77816735	Aug 31, 2009	3859109	Oct 12, 2010	09	Roper Scientific, Inc.
TOP-LOCK	US	Registered	77817111	Sep 1, 2009	3859113	Oct 12, 2010	09	Roper Scientific, Inc.
ACE	US	Registered	77819907	Sep 3, 2009	3859149	Oct 12, 2010	09	Roper Scientific, Inc.
PAR	US	Registered	77819922	Sep 3, 2009	3859150	Oct 12, 2010	09	Roper Scientific, Inc.
PYLON	US	Registered	85286139	Apr 5, 2011	4172647	Jul 10, 2012	09	Roper Scientific, Inc.
ISOPLANE	US	Registered	85470422	Nov 11, 2011	4223249	Oct 9, 2012	09	Roper Scientific, Inc.
LIGHTFIELD	US	Registered	85470433	Nov 11, 2011	4171356	Jul 10, 2012	09	Roper Scientific, Inc.
PROEM	US	Registered	85470272	Nov 11, 2011	4171341	Jul 10, 2012	09	Roper Scientific, Inc.
NIRVANA	US	Registered	85906439	Apr 17, 2013	4447243	Dec 10, 2013	09	Roper Scientific, Inc.
INTELLICAL	US	Registered	85906444	Apr 17, 2013	4474063	Jan 28, 2014	09	Roper Scientific, Inc.
SOPHIA	US	Registered	86848111	Dec 14, 2015	5286985	Sep 12, 2017	09	Roper Scientific, Inc.
SPECTRAPRO	US	Registered	85971902	Jun 27, 2013	4629465	Oct 28, 2014	09	Roper Scientific, Inc.
METACHROME	US	Registered	87095968	Jul 7, 2016	5095596	Dec 6, 2016	01	Roper Scientific, Inc.
KURO	US	Allowed	87208329	Dec 9, 2016			09	Roper Scientific, Inc.
METACHROME	IB	Registered	A0063588	Dec 9, 2016	1336158	Dec 9, 2016	01	Roper Scientific, Inc.

EXHIBIT A

TRADEMARK
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EXECUTION VERSION

Mark	Country	Status	App No.	App- Date	Reg. No.	Reg. Date	Class	Owner
METACHROME	EM	Registered	A0063588	Dec 9, 2016	1336158	Dec 9, 2016	01	Roper Scientific, Inc.
METACHROME	JP	Registered	A0063588	Dec 9, 2016	1336158	Dec 9, 2016	01	Roper Scientific, Inc.

EXHIBIT A

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Schedule B

Assigned Domain Names

photometrics.com
roverscientific.fr

Schedule C

Assigned Patents

Title	Country	Status	App. No.	App. Date	Patent No.	Grant Date	Owner
Method and Apparatus for Multi-Mode Spectral Imaging	US	Issued	11040709	Jan 20, 2005	7230697	Jun 12, 2007	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	US	Issued	12541586	Aug 14, 2009	7999933	Aug 16, 2011	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	AT	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	BE	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	CH	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	CZ	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	DE	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	EP	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	ES	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	FR	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	GB	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	IE	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	IT	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	NL	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Method for Calibrating Imaging Spectrographs	RO	Issued	20090012524	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.

EXECUTION VERSION

Method for Calibrating Imaging Spectrographs	SE	Issued	090125246	Oct 2, 2009	2287580	Mar 2, 2016	Roper Scientific, Inc.
Manner Which Does the Calibration of the Imaging Spectrograph	JP	Issued	2009236267	Oct 13, 2009	5340878	Aug 16, 2013	Roper Scientific, Inc.
Solid State Back-Illuminated Photon Sensor and its Method of Fabrication	CZ	Issued	117025502	Jan 20, 2011	2526566	Mar 7, 2018	Roper Scientific, Inc.
Solid State Back-Illuminated Photon Sensor and its Method of Fabrication	DE	Issued	20110702550	Jan 20, 2011	2526566	Mar 7, 2018	Roper Scientific, Inc.
Solid State Back-Illuminated Photon Sensor and its Method of Fabrication	EP	Issued	117025502	Jan 20, 2011	2526566	Mar 7, 2018	Roper Scientific, Inc.
Solid State Back-Illuminated Photon Sensor and its Method of Fabrication	FR	Issued	117025502	Jan 20, 2011	2526566	Mar 7, 2018	Roper Scientific, Inc.
Solid State Back-Illuminated Photon Sensor and its Method of Fabrication	GB	Issued	117025502	Jan 20, 2011	2526566	Mar 7, 2018	Roper Scientific, Inc.
Solid State Back-Illuminated Photon Sensor and its Method of Fabrication	JP	Issued	2012550119	Jan 20, 2011	5769731	Jul 3, 2015	Roper Scientific, Inc.
Solid State Back-Illuminated Photon Sensor and its Method of Fabrication	NL	Issued	117025502	Jan 20, 2011	2526566	Mar 7, 2018	Roper Scientific, Inc.
Solid State Back-Illuminated Photon Sensor	US	Issued	13010328	Jan 20, 2011	8436423	May 7, 2013	Roper Scientific, Inc.
System and Method for Optical Three-Dimensional Particle Localization	US	Issued	13734438	Jan 4, 2013	9024945	May 5, 2015	Roper Scientific, Inc.
Anastigmatic Imaging Spectrograph	US	Issued	13350060	Jan 13, 2012	8773659	Jul 8, 2014	Roper Scientific, Inc.
Anastigmatic Imaging Spectrograph	AU	Issued	2013208241	Jan 8, 2013	2013208241	May 21, 2015	Roper Scientific, Inc.
Anastigmatic Imaging Spectrograph	CA	Pending	2861196	Jan 8, 2013			Roper Scientific, Inc.
Anastigmatic Imaging Spectrograph	EP	Pending	137363453	Jan 8, 2013			Roper Scientific, Inc.
Anastigmatic Imaging Spectrograph	JP	Pending	2014552250	Jan 8, 2013			Roper Scientific, Inc.
Anastigmatic Imaging Spectrograph	WO	Pending	PCTUS13020637	Jan 8, 2013			Roper Scientific, Inc.
Aplanatic Imaging Spectrometer	JP	Issued	2014552250	Jan 8, 2013	6209534	Sep 15, 2017	Roper Scientific, Inc.

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