

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TTE Laboratories, Inc.		02/21/2020	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Transcat, Inc.		
Street Address:	35 Vantage Point Drive		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14624		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85704484	GMP SELECT	
CORRESPONDENCE DATA			
Fax Number:	5852322152		
<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:	585-231-1382		
Email:	kshimomura@hselaw.com		
Correspondent Name:	Kimberly I. Shimomura		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	5970.000089		
NAME OF SUBMITTER:	Jessica C. Mendola		
SIGNATURE:	/Jessica C. Mendola/		
DATE SIGNED:	05/20/2020		
Total Attachments: 6			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT** (this “*Assignment*”), effective as of February 21, 2020 (the “*Effective Date*”), is made by and between **TRANSCAT, INC.**, an Ohio corporation (“*Assignee*”), and **TTE LABORATORIES, INC.**, a Massachusetts corporation (“*Assignor*”).

WHEREAS, Assignee, Assignor and the shareholders of Assignor are parties to that certain Asset Purchase Agreement entered into as of the Effective Date (the “*Purchase Agreement*”), pursuant to which Assignor agreed to sell and assign, and Assignee agreed to purchase and acquire, substantially all of the assets of Seller;

WHEREAS, Assignor owns all rights in the trademark(s) set forth on Exhibit A (the “*Marks*”) and all rights in the domain names set forth on Exhibit B (the “*Domains*”), and the goodwill associated with the Marks and the Domains; and

WHEREAS, Assignor desires to assign to Assignee any and all of Assignor’s right, title, and interest in and to the Marks and the Domains, and the goodwill associated with the Marks and the Domains.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, Assignor does hereby sell, assign, and transfer to Assignee any and all of Assignor’s right, title, and interest in and to the Marks, the Domains, all business goodwill associated therewith and any applications therefor or registrations thereof, and any and all past, present, and future rights to sue and recover for past infringement of the Marks and Domains, as fully and completely as permitted by law, it being the intention of the parties that Assignee shall acquire all rights in and to the Marks and Domains.

Upon Assignee’s request, and at Assignee’s expense, Assignor will promptly take such other actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in, to and under the Marks and Domains. Such actions shall include, without limitation, the prompt execution and delivery of documents in recordable form (including the prompt execution and delivery of (i) additional confirmatory assignments, including those required for any other trademark office in other applicable jurisdictions, and including those required by the U.S. Patent & Trademark Office to correct online assignment records, assignment records or a chain of assignment and (ii) any and all transfer codes from the domain host or hosts necessary for such transfer) and the provision of documents and information useful or necessary for Assignee or its affiliates, designees or agents to file, prosecute or maintain any registrations of the Marks or Domains, or pursue or defend any administrative, court, or other legal proceeding involving ownership or usage of the Marks or Domains.

Assignor represents and covenants that no assignment, license, or encumbrance has been made that would conflict with this Assignment.

Except as otherwise set forth in the Purchase Agreement, Assignor represents and covenants that no consents of any other parties are necessary or appropriate under any

agreements concerning the Marks, the goodwill associated with the Marks, or Domains in order for this Assignment to be binding.

Except as otherwise set forth in this Assignment, Seller is not making any additional representations, warranties or covenants in this Assignment other than those contained in the Purchase Agreement and the other Transaction Documents (as that term is defined in the Purchase Agreement) to which Seller is a party, as applicable.

Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon or give to any Person, other than Assignor and Assignee and each of their respective successors and assigns, any remedy or claim under or by reason of this Assignment or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this Assignment shall be for the sole and exclusive benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment may not be modified except by a writing executed by Assignor and Assignee.

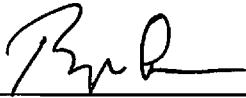
All capitalized terms used but not defined in this Assignment shall have the meanings assigned to them in the Purchase Agreement.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or by electronic transmission in .PDF or .TIF format which shall be deemed originals.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark and Domain Name Assignment as of the Effective Date.

TTE LABORATORIES, INC.

By: 
Benjamin Leverone, President

TRANSCAT, INC.

By: _____
Michael J. Tschiderer, Chief Financial Officer

IN WITNESS WHEREOF, the undersigned have executed this Trademark and Domain Name Assignment as of the Effective Date.

TTE LABORATORIES, INC.

By: _____
Benjamin Leverone, President

TRANSCAT, INC.

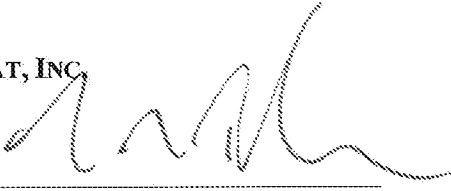
By:  _____
Michael J. Tschiderer, Chief Financial Officer

Exhibit A
Trademarks

Trademarks	Notes	Publication Date	Renewal Date
GMP Select	Standard Character - Mark Serial # 85-704,484	9-Jul-13	9-Jul-23

Exhibit B
Domain Names

Registered Domain Names	URL	Notes	Expiration Date
Go Daddy	gmp-select.com	Redirects to ttelaboratories.com	19-May-20
Go Daddy	pipettecalibrationservice.com	Redirects to ttelaboratories.com	14-Jun-20
Go Daddy	pipettecalibrations.com	Redirects to ttelaboratories.com	14-Jun-20
Go Daddy	pipetrepair.com	Redirects to ttelaboratories.com	14-Jun-20
Network Solutions	gmpselect.com	Unused	13-Nov-22
Network Solutions	pipettes.com		12-Apr-26
Network Solutions	ttelaboratories.com		31-Jan-21
Network Solutions	ttelabs.com	Redirects to ttelaboratories.com	31-Jan-21
Network Solutions	ttetest.com	Outdated EDU/Onsite service	26-Aug-20
	http://ttelaboratories.site		23-Jun-20
	Private Registration (ttelaboratories.site)		23-Jun-20
	Web Forwarding (ttelaboratories.site)		23-Jun-20