

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM580328

|   |  |                            |                         |
|---|--|----------------------------|-------------------------|
| <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>      |
| Fluke Precision Measurement Ltd.  |  | 05/24/2019                 | Company: UNITED KINGDOM |
| <b>RECEIVING PARTY DATA</b>   |  |                            |                         |
| <b>Name:</b>  | Fluke Corporation                                  |                            |                         |
| <b>Street Address:</b>  | 6920 Seaway Blvd.                                  |                            |                         |
| <b>City:</b>  | Everett  |                            |                         |
| <b>State/Country:</b>   | WASHINGTON   |                            |                         |
| <b>Postal Code:</b>   | 98203  |                            |                         |
| <b>Entity Type:</b>   | Corporation: WASHINGTON                            |                            |                         |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                            |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>           |                         |
| <b>Registration Number:</b>   | 5494139  | SCHAD                      |                         |
| <b>Registration Number:</b>   | 5548466  | SCHAD ENGINEERING MOBILITY |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                            |                         |
| <b>Fax Number:</b>  |  |                            |                         |
| <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>   | 425-446-5596                                       |                            |                         |
| <b>Email:</b>   | trademarks@fluke.com                               |                            |                         |
| <b>Correspondent Name:</b>  | Caldwell A. Camero                                 |                            |                         |
| <b>Address Line 1:</b>  | 6920 Seaway Blvd.                                  |                            |                         |
| <b>Address Line 4:</b>  | Everett, WASHINGTON 98203                          |                            |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | SCHAD Assignment                                   |                            |                         |
| <b>NAME OF SUBMITTER:</b>   | Khyati Dhulia                                      |                            |                         |
| <b>SIGNATURE:</b>   | /Khyati Dhulia/                                    |                            |                         |
| <b>DATE SIGNED:</b>   | 06/09/2020   |                            |                         |
| <b>Total Attachments: 4</b>   |  |                            |                         |
| source=2019 Schad Trademark Assignment_Fluke Precision Measurement Ltd to Fluke Corporation (Signed 05.24.19)#page1.tif   |  |                            |                         |
| source=2019 Schad Trademark Assignment_Fluke Precision Measurement Ltd to Fluke Corporation (Signed   |  |                            |                         |

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05.24.19)#page4.tif

## ASSIGNMENT OF TRADEMARKS

**Whereas**, Fluke Precision Measurement Ltd., a company formed under the laws of the United Kingdom, having offices and its principal place of business at 52 Hurricane Way, Norwich Airport, Norwich, NR6 6JB, United Kingdom (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**, Fluke Corporation, a company formed under the laws of Washington, United States, with its principal place of business at 6920 Seaway Boulevard, Everett, Washington 98203 USA. (hereinafter "Assignee"), desires to acquire the entire right, title, and interest in and to the trademarks.

**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:

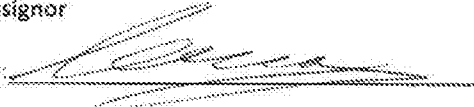
- a. The registered Trademarks and applications for registration of Trademarks specifically listed in Schedule A to this Assignment; and
    - i. All goodwill associated with the business related to the Trademarks together with all rights to use, license, and otherwise exploit the Trademarks;
    - ii. 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.
  - b. All trademarks, service marks, and trade dress not listed in Schedule A, all copyrights, original works of authorships, developments, concepts, improvements, designs, drawings, discoveries, formulas, and trade secret rights, whether or not registrable under patent, copyright, or similar laws ("Other Property").
2. **Representations and Warranties.** Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Trademarks and Other Property; the Trademarks and Other Property are free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Trademarks and Other Property 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 or Other Property.

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 or Other Property and the vesting of complete and exclusive ownership of the property 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 England and Wales, without giving effect to its choice of law 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 courts of England.
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.

Fluke Precision Measurement Ltd.  
Assignor

By: 

Printed Name: VINCENT GOSLING

Title: DIRECTOR

Date: 21<sup>st</sup> MAY 2019

Fluke Corporation  
Assignee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



investigations, claims, or proceedings pending or threatened relating to the Trademarks or Other Property.

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Fluke Precision Measurement Ltd.  
Assignor

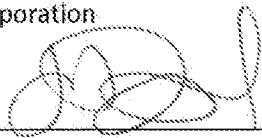
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Fluke Corporation  
Assignee

By:  \_\_\_\_\_

Printed Name: Jon Douyard

Title: VP / CEO

Date: 5/24/19

Schedule A

| TRADEMARK                                     | DESIGN | JURISDICTION             | REG. NO.      | REG. DATE |
|---|--------|--------------------------|---------------|-----------|
| EXTEND7000                                    |        | European Union           | 10897205      | 12-Sep-12 |
| SCHAD   |        | European Union           | 016891863     | 16-Oct-17 |
| SCHAD   |        | United Kingdom           | UK00003238306 | 8-Sep-17  |
| SCHAD   |        | United States of America | 5494139       | 12-Jun-18 |
| SCHAD ENGINEERING MOBILITY &<br>Circle Design |        | European Union           | 016891889     | 16-Oct-17 |
| SCHAD ENGINEERING MOBILITY &<br>Circle Design |        | United Kingdom           | UK00003238304 | 8-Sep-17  |
| SCHAD ENGINEERING MOBILITY &<br>Circle Design |        | United States of America | 5548466       | 28-Aug-18 |

TRADEMARK

REEL: 006956 FRAME: 0561

RECORDED: 06/09/2020