

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fluke Precision Measurement Limited		03/12/2021	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Fluke Corporation		
Street Address:	6920 Seaway Blvd.		
City:	Everett		
State/Country:	WASHINGTON		
Postal Code:	98203		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4591596	COMARK	
Registration Number:	1772807	COMARK	
Registration Number:	5507067	POCKETHERM	
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>			
Phone:	425-446-5596		
Email:	trademarks@fluke.com		
Correspondent Name:	Caldwell A. Camero		
Address Line 1:	6920 Seaway Boulevard		
Address Line 4:	Everett, WASHINGTON 98203		
ATTORNEY DOCKET NUMBER:	comark assignment		
NAME OF SUBMITTER:	Cheryl Whitlock		
SIGNATURE:	/Cheryl Whitlock/		
DATE SIGNED:	04/22/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

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 certain trademarks;

Whereas, Assignor is the owner of certain patents;

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 patents and 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 (collectively, the "Trademarks" and "Trademark") 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 issued patents and applications for patents specifically listed in Schedule B (collectively, the "Patents") to this Assignment; and
 - i. Any parent patent applications, continuations, continuations-in-part, divisionals, country equivalents, or any other further application based in whole or in part on any of the Patents, and any patent rights relating thereto (including utility patents, design patents, utility models and inventors' certificates) whether in the United States or anywhere in the world;
 - ii. All rights to use, license, and otherwise exploit the Patents;

- iii. All income, royalties, damages, and payments hereunder due or payable to the Assignor with respect to the Patents, including without limitation unpaid damages and payments for past, present, and future infringements of any of the Patents;
 - iv. All rights in and under the Patents to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this Assignment; and
 - v. All rights to sue and recover damages and payments for past, present, and future infringements or other violation of any of the Patents, including the right to fully and entirely replace the Assignor in all related matters.
- c. All trademarks, service marks, and trade dress not listed in Exhibit A, all copyrights, original works of authorships, developments, concepts, improvements, designs, drawings, discoveries, formulas, trade secret rights, and inventions not listed in Exhibit B, whether or not patentable or 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, Patents, and Other Property; the Trademarks, Patents, and Other Property are free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor’s knowledge, the Trademarks, Patents, 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, Patents, and 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, Patents, and 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 the State of Washington, 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 state or federal courts located in King 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.

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

DocuSigned by:

Ankush Malhotra

By: _____

9CFBB976E4FA456...

Printed Name: Ankush Malhotra

Title: Director

3/11/2021

Date: _____

Fluke Corporation

Assignee

DocuSigned by:

Bridget Cross

By: _____

C225AF3880434A9...

Printed Name: Bridget Cross

Title: Assistant Secretary

3/12/2021

Date: _____











APPENDIX 1

Schedule A

TRADEMARK	DESIGN	JDY.	REG. NO.	REG. DATE
CATERCHECK		United Kingdom	1452368	2-Jan-91
COMARK		China	41073006	21-Sep-20
COMARK		United Kingdom	UK00001115743	12-Jun-79
COMARK		United States of America	4591596	26-Aug-14
COMARK & Circle Design		Canada	TMAA409745	19-Mar-93
COMARK & Circle Design		United Kingdom	1458492	14-Aug-92
COMARK & Circle Design		United States of America	1772807	25-May-93
COMARK EVOLUTION		United Kingdom	2175234	9-Apr-99
Comark in Chinese (康玛科)		China	41073005	7-May-20
DILIGENCE		United Kingdom	1437981	25-Aug-90
DILIGENCE		United Kingdom	1467777	26-Feb-93
K KANE (Stylized in color)		Republic of Korea (South)	40097579	18-Jun-13

TRADEMARK

REEL: 007268 FRAME: 0036

KANE-MAY				EUTM	000394833	9-Jul-98
KANE-MAY				United Kingdom	UK00900394833	9-Jul-98
KM (Stylized)				Canada	TMAA351986	24-Feb-89
KM (Stylized)				Denmark	VR 1989 05589	22-Sep-89
KM (Stylized)				EUTM	000394809	14-Apr-99
KM (Stylized)				Finland	105458	20-Oct-89
KM (Stylized)				Norway	135000	19-Jan-89
KM (Stylized)				United Kingdom	UK00900394809	14-Apr-99
KM KANE MAY (Stylized)				Canada	TMAA441110	24-Mar-95
KM KANE-MAY (Stylized)				China	WO682235	4-Dec-98
KM KANE-MAY (Stylized)				France	94510870	14-Mar-94
KM KANE-MAY (Stylized)				Germany	2092861	15-Mar-95
KM KANE-MAY (Stylized)				Italy	704233	12-May-94
KM KANE-MAY (Stylized)				Russian Federation	WO682235	4-Dec-98
KM KANE-MAY (Stylized)				United Kingdom	UK00001565126	11-Aug-95

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KM KANE-MAY (Stylized)		WIPO	682235	28-Oct-97
POCKETHERM		Canada	TMA1070390	21-Jan-20
POCKETHERM		China	40520979	7-May-20
POCKETHERM		EUTM	017423237	21-Feb-18
POCKETHERM		United Kingdom	UK00003268055	26-Jan-18
POCKETHERM		United Kingdom	UK00917423237	21-Feb-18
POCKETHERM		United States of America	5507067	3-Jul-18
ROBIN		EUTM	001614106	28-May-01
ROBIN		United Kingdom	2230163	24-Nov-00
ROBIN		United Kingdom	1233760	17-Jan-85
ROBIN		United Kingdom	UK00901614106	28-May-01
ROBIN & Design		United Kingdom	1233761	17-Jan-85
ROBIN & Design		United Kingdom	2230160	17-Nov-00
ROBIN & Design in color		EUTM	001614007	3-Sep-01

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ROBIN & Design in color			United Kingdom	UK00901614007	3-Sep-01
SOCKETMASTER			United Kingdom	2295495	23-Aug-02
VIGILANCE			United Kingdom	2154465	24-Dec-97

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