

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XCERRA CORPORATION		05/10/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	ATG LUTHER & MAELZER GMBH		
Street Address:	Zum Schlag 3		
City:	Wertheim		
State/Country:	GERMANY		
Postal Code:	97877		
Entity Type:	Corporation: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3470797	LATEST	
Registration Number:	2785821	LUTHER & MAELZER	
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:	781-863-9991		
Email:	iris.fennell@houstonllp.com		
Correspondent Name:	Robert T. Conway		
Address Line 1:	HOUSTONHOGLE LLP		
Address Line 2:	1666 Massachusetts Avenue, Suite 12		
Address Line 4:	Lexington, MASSACHUSETTS 02420		
DOMESTIC REPRESENTATIVE			
Name:	Robert T. Conway		
Address Line 1:	HOUSTONHOGLE LLP		
Address Line 2:	1666 Massachusetts Avenue, Suite 12		
Address Line 4:	Lexington, MASSACHUSETTS 02420		
NAME OF SUBMITTER:	Robert T. Conway		
SIGNATURE:	/Robert T. Conway/		

CH \$65.00 3470797

DATE SIGNED:	12/01/2022
Total Attachments: 2 source=0001.0024TM1, 0001.0117TM1 Confirmatory Assignment#page1.tif source=0001.0024TM1, 0001.0117TM1 Confirmatory Assignment#page2.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT

Whereas, XCERRA CORPORATION, a Massachusetts corporation, hereinafter called the **Assignor**, having a place of business at 825 University Highway, Norwood, Massachusetts 02062, USA,

Owned Trademark Registration No. 3470797 or Serial No. 77254473, Word Mark LATEST; and Trademark Registration No. 2785821 or Serial No. 76447025, Word Mark LUTHER & MAELZER;

Whereas, ATG LUTHER & MAELZER GMBH, a German corporation, hereinafter called the **Assignee**, having a place of business at Zum Schlag 3, 97877 Wertheim, Germany,

Whereas, the Assignee acquired through a Share and Asset Purchase Agreement, dated May 10, 2021, from the Assignor all of Assignor's right, title and interest in and to the Trademark applications and/or registrations, Assignor assigned to Assignee, and Assignee wishes to assume, all right, title and interest in and to the above trademark registrations and applications, including any renewals, extensions, and common law rights therein, and any and all goodwill associated therewith (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of terms and conditions herein and in the Share and Asset Purchase Agreement, and for other good and valuable consideration furnished by Assignee to Assignor, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties:

1. As of May 10, 2021, Assignor agreed to assign, transfer, sell and convey, and assigned, transferred, sold and conveyed to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, any and all goodwill associated with the Assigned Trademarks including the relevant portion of the Assignor's business to which any of the Assigned Trademarks, including intent-to-use marks, pertain, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of May 10, 2021 or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity, for any past, present or future infringement of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same. Assignor and Assignee acknowledge and agree that this assignment was made in connection with the assignment of the portion of Assignor's business to which the Assigned Trademarks pertain, and that such portion of the business remains ongoing and existing.

2. Assignor authorized and requested the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

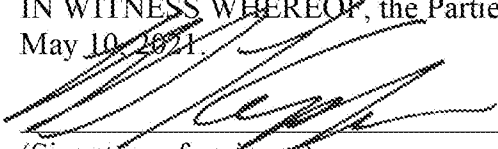
3. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Trademarks to Assignee. Assignor agrees to provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment, at Assignee's sole expense.

4. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

5. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

6. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of Law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Parties have executed the Trademark Assignment as of May 10, 2021.



(Signature of assignor)

Thomas D. Kampfer, VP General Counsel & Secretary – Xcerra Corporation
Name and Title of signatory