

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxford Instruments America, Inc.		03/08/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	WITec Wissenschaftliche Instrumente und Technologie GmbH		
Street Address:	Lise-Meitner-Str. 6		
City:	Ulm		
State/Country:	GERMANY		
Postal Code:	D- 89081		
Entity Type:	Corporation: GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2889307	WITEC	
Registration Number:	2820277	FOCUS INNOVATIONS	
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:	865.584.0105		
Email:	rstephens@pittslake.com		
Correspondent Name:	Raymond E. Stephens		
Address Line 1:	2030 Falling Waters Rd, Suite 100		
Address Line 4:	Knoxville, TENNESSEE 37922		
DOMESTIC REPRESENTATIVE			
Name:	Raymond E. Stephens		
Address Line 1:	2030 Falling Waters Rd, Suite 100		
Address Line 4:	Knoxville, TENNESSEE 37922		
NAME OF SUBMITTER:	Raymond E. Stephens		
SIGNATURE:	/Raymond E. Stephens/		
DATE SIGNED:	03/09/2023		

OP \$65.00 2889307

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Agreement**"), effective as of 8th March 2023, is made by Oxford Instruments America, Inc. ("**Seller**"), located at 300 Baker Avenue, Suite 150, Concord, MA 01742, USA, in favor of WITec Wissenschaftliche Instrumente und Technologie GmbH ("**Buyer**"), located at Lise-Meitner-Str. 6, D-89081 Ulm, Germany, the purchaser of trademarks of Seller pursuant to the Trademark Purchase Agreement between Buyer, on the one hand, and Seller, on the other, dated as of 8th March 2023 (the "**Trademark Purchase Agreement**").

WHEREAS, under the terms of the Trademark Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, certain trademarks of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademarks and the respective trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Trademark Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Trademark Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Trademark Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Trademark Purchase Agreement and the terms hereof, the terms of the Trademark Purchase Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

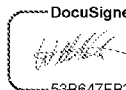
5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the State of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Agreement as of the date first written above.

Oxford Instruments America, Inc.


By:  DocuSigned by:

Name: William Keating

Title: President

AGREED TO AND ACCEPTED:

**WITec Wissenschaftliche Instrumente und
Technologie GmbH**

By:  DocuSigned by:

Name: Joachim Koefen

Title: Geschäftsführer

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
WITEC	USA	2889307	September 29, 2004
FOCUS INNOVATIONS	USA	2820277	March 3, 2004