To the Honorable Commissioner of Patent and Traden.		Attorney Docket No.: 03493-25.0154
	102453755	ments or copy thereof.
1. Na:ne of conveying party(ies):	2. Name and add	Iress of receiving party(ies):
M TS Systems Corporation 3 Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other: Execution Date: March 31, 2003	Hitachi Medica 2-1 Shintoyofu 277-0804 JAP [Individual(s) citizen [Association: [General Partnership [Limited Partnership [Corporation-State: [X Other: Japanese c	rta, Kashiwa-shi, Chiba PAN nship: p: p: Delaware
	designation is attached	ciled in the U.S.A., a domestic representative I: [] Yes; [] No a separate document frem Assignment)
A. Trademark Application No.(s):	B. Trademark Reg 2,140,940	istration No.(s):
5. Name and address of party to whom correspondence document should be mailed:	6. Total number of ap	oplications and registrations in relived: [1]
Francis J. White, III MORGAN, LEWIS & BOCKIUS, LLP 1701 Market Street Philadelphia, PA 19103-7086 Telephone: 215.963.5000 Facsimile: 215.963.5299 E-Mail: fwhite@morganlewis.com		
	DO NOT USE THIS SPACE	
9. Statement and signature To the best of my knowledge and belief, the foregoing of the original document. Francis J. White, III Name of Person OMB No. 0651 0011 (exp. 4/94)	Signing Signature	May 15, 2003 Date ding cover sheet, attachments and document: [4]

-PH/1814065.1

TRADEMARK REEL: 002736 FRAME: 0841

TRADEMARK ASSIGNMENT

This Trademark Assignment effective as of March 31, 2003, by MTS Systems Corporation, a Minnesota corporation, having a principal business address at 14000 Technology Drive, Eden Prairie, Minnesota 55344-2290 ("Assignor"), in favor of Hitachi Medical Corporation, a corporation organized under the laws of Japan, having its principal place of business at 2-1 Shintoyofuta, Kashiwa-shi, Chiba, 277-0804 JAPAN ("Assignee").

Backeround

Assignor is the owner of the mark listed on the attached Schedule A (the "Mark"), the federal and state registrations and applications therefor, and the goodwill developed through the use of the Mark.

Assignce is desirous of acquiring all rights to the Mark, and the registration therefor.

This instrument is being executed and delivered pursuant to Section 3.2 of that certain Asset Purchase Agreement dated as of the date hereof by and between Assignor and Assignee.

Assignment

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

- Assignor intending to be legally bound hereby, does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title, interest in and to the Mark (including, without limitation, all rights to suc for and receive all damages accruing from past, present and future infringements of the Mark) and the registration therefor as identified on Schedule A, together with the goodwill of the transferred business assets in connection with the Mark (the "Business"), the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives. The Business, to which the Mark pertains, has been transferred contemporaneously herewith in a separate asset purchase agreement.
- Assignor hereby agrees to execute and deliver any additional documents, at no cost to Assignor, that Assignee reasonably determines may be necessary, or that may be required under federal or international law, to give effect to and record Assignce's ownership of any intellectual property rights in the Mark. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including, without limitation, the Register of Trademarks of the United States, to record Assignee as the assignee and owner of any and all Assignor's rights in the Mark.

IN WITNESS WHEREOF, the undersigned officer of Assignor has caused this instrument to be duly executed and delivered as of the date first set forth above.

Title: Shairman & Chief Executive Officer

1-P[V1749294.2

952+937+4101

PAGE. 18

SCHEDULE A

Trademarks and Service Marks: Reg. #:

Performance Controls, Inc.® U.S. 2,140,940

1-PH/1814641.1

TRADEMARK
RECORDED: 05/20/2003 REEL: 002736 FRAME: 0843