

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
MICROTEST, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: FLUKE NETWORKS, INC
 Internal Address:
 Street Address: 6920 SEAWAY BOULEVARD
 City: EVERETT
 State: WA
 Country: USA Zip: 98203

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship WASHINGTON
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) JUNE 12, 2001

OTHER- Request for Correction of Assignee's state of incorporation recorded on Reel/Frame: 002666/0630

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No (s)
76/081,779; 76/313,916

B. Trademark Registration No.(s)
1,635,366; 2,451,661; 2,488,514; 2,299,601; 2,444,660; 2,313,033; 1,999,037

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: M. IRIS HESS
 Internal Address:
 Street Address: LADAS & PARRY
5670 WILSHIRE BLVD., SUITE 2100
 City: LOS ANGELES
 State: CA Zip: 90036
 Phone Number: 323-934-2300
 Fax Number: 323-934-0202
 Email Address: LA_MAIL@LADASPARRY.COM

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers Expiration Date

b. Deposit Account Number 12-0415

Authorized User Name

9. Signature: *M. Iris Hess* *October 7, 2005*
 Signature Date

M. IRIS HESS
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1460

TRADEMARK

GH \$240.00 120415 76031779

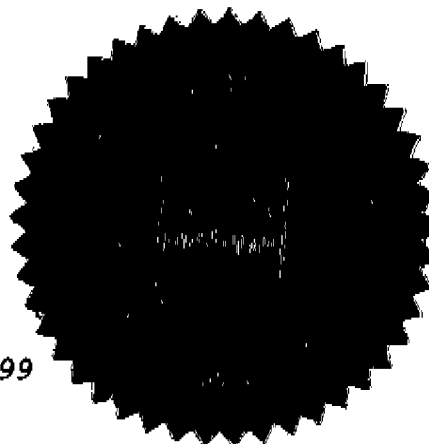
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT A THOROUGH SEARCH OF THE CORPORATION RECORDS OF THIS DEPARTMENT INDICATE THE "FLUKE NETWORKS, INC.", IS NOT THE TITLE OF A DELAWARE CORPORATION OR FOREIGN CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE RECORDS OF THIS OFFICE FAIL TO SHOW THAT A CORPORATION OF THE ABOVE TITLE HAS EVER FILED A CERTIFICATE OF INCORPORATION OR QUALIFIED AS A FOREIGN CORPORATION IN THIS DEPARTMENT.



4029723

050676699

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4152867

DATE: 09-14-05

TRADEMARK

REEL: 003205 FRAME: 0418

CORPORATIONS DIVISION - REGISTRATION DATA SEARCH

FLUKE NETWORKS, INC.

UBI Number	602 026 369
Category	Regular Corporation
Profit/Nonprofit	Profit
Active/Inactive	Inactive
State of Incorporation	WA
Date of Incorporation	04/04/2000
License Expiration Date	04/30/2003

Registered Agent Information

Agent Name	JAMES M RUPP
Address	6920 SEAWAY BLVD PO BOX 9090
City	EVERETT
State	WA
ZIP	982069090

Special Address Information

Address	
City	
State	
Zip	

[* Return to Search List](#)

Disclaimer

Information in the Secretary of State's Online Corporations Database is updated Monday through Friday by 5:00 a.m. Pacific Standard Time (state holidays excluded). Neither the State of Washington nor any agency, officer, or employee of the State of Washington warrants the accuracy, reliability, or timeliness of any information in the Public Access System and shall not be liable for any losses caused by such reliance on the accuracy, reliability, or timeliness of such information. While every effort is made to ensure the accuracy of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from the System does so at his or her own risk.

Washington Secretary of State
801 Capital Way South
PO BOX 40734, OLYMPIA WA 98504-0734
(360) 753 7115

FORM PTO-1504 (Modified)
(Rev. 5-83)
OMB No. 0651-0011 (exp. 4/04)
Copyright 1994-97 LegalStar
TMOS/REV03

02-07-2003



102360184

COVER SHEET

RKS ONLY

Docket No.:

09745.0400

Tab settings → → → ▼

To the Honorable Com.

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Microtest, Inc.

2-6-03

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 12, 2001

2. Name and address of receiving party(ies):

Name: Fluke Networks, Inc.

Internal Address:

Street Address: 6920 Seaway Boulevard

City: Everett State: WA ZIP 98203

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/031,779
76/313,916

B. Trademark Registration No.(s)

<u>1,635,366</u>	<u>2,451,661</u>	<u>2,488,514</u>
<u>2,239,601</u>	<u>2,444,660</u>	
<u>2,313,033</u>	<u>1,999,037</u>	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Damon L. Boyd

Internal Address: Snell & Wilmer

One Arizona Center

Street Address: 400 East Van Buren

City: Phoenix State: AZ ZIP: 85004

6. Total number of applications and registrations involved:.....

9

7. Total fee (37 CFR 3.41):.....\$ \$240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-2814

RECORDED
INDEXED
JAN 15 2003
FBI - PHOENIX

02/07/2003 EDDPER 00000056 76031779

DO NOT USE THIS SPACE

FC:8521
FC:8522

40.00 DP
200.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Damon L. Boyd

Name of Person Signing

Signature

30 January 2003

Date

Total number of pages including cover sheet, attachments, and documents 7

TRADEMARK

REEL: 002666 FRAME: 0630

TRADEMARK

REEL: 003205 FRAME: 0420

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 12, 2001, by and among Danaher Corporation, a Delaware corporation ("Parent"), Phoenix Acquisition Corp., a Delaware corporation and an indirect, wholly owned subsidiary of Parent (the "Purchaser"), and Microtest, Inc., a Delaware corporation (the "Company"). Unless otherwise expressly set forth, the term "Company" when used herein shall refer to Microtest, Inc. and each of its subsidiaries.

WHEREAS, the respective Boards of Directors of Parent, the Company and Purchaser, have approved the acquisition of the Company by Parent on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, pursuant to and subject to the terms and conditions of this Agreement the Purchaser has agreed to commence a tender offer (the "Offer") to purchase all of the Company's common stock, par value \$0.001 per share that are issued and outstanding, including the associated preferred share purchase rights (the "Rights") issued pursuant to the Rights Agreement, dated as of April 4, 2001, between the Company and American Stock Transfer & Trust Company as Rights Agent (the "Rights Agreement") (each share of common stock of the Company, together with its associated Rights, is referred to herein as a "Share" or "Common Share," and in the aggregate as the "Shares" or the "Common Shares") at a price per Share of \$8.15 net to the seller in cash (such amount or any greater amount per Share paid pursuant to the Offer being hereinafter referred to as the "Offer Price"); and

WHEREAS, the Board of Directors of the Company (the "Company Board") has, on the terms and subject to the conditions set forth herein, unanimously (i) approved the Offer and the Merger and adopted this Agreement in accordance with the General Corporation Law of the State of Delaware (the "GCL"), and (ii) resolved to recommend that the stockholders of the Company accept the Offer, tender their Shares pursuant to the Offer and approve the Merger (if such approval is required by applicable Law); and

WHEREAS, the Board of Directors of Purchaser, and Fluke Networks, Inc. as the sole stockholder of the Purchaser, have approved the merger of the Purchaser with and into the Company with the Company as the surviving corporation, as set forth below (the "Merger"), in accordance with the GCL, and upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, Parent, the Purchaser and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Offer and the Merger and also to prescribe various conditions to the Offer and the Merger;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parent, the Purchaser and the Company agree as follows:

TRADEMARK

REEL: 002666 FRAME: 0631
TRADEMARK

REEL: 003205 FRAME: 0421

Board shall not delegate any matter set forth in this Section 1.3(c) to any committee of the Company Board.

ARTICLE TWO THE MERGER

Section 2.1 The Merger. Upon the terms and subject to the satisfaction or waiver of the conditions hereof, and in accordance with the applicable provisions of this Agreement and the GCL, at the Effective Time the Purchaser shall be merged with and into the Company. Following the Merger, the separate corporate existence of the Purchaser shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation"), and shall continue its existence under the GCL.

Section 2.2 Effective Time. As soon as practicable after the satisfaction or waiver of the conditions set forth in Section 7.1(a) and (b), but subject to satisfaction of the conditions set forth in Section 7.1(c) and (d), the Merger shall become effective as set forth in the certificate of merger which shall be filed with the Secretary of State of the State of Delaware. The parties shall take such other and further actions as may be required by Law to make the Merger effective. The time the Merger becomes effective in accordance with applicable Law is referred to herein as the "Effective Time." Prior to such filing, a closing (the "Closing") shall be held at the offices of Wilmer, Cutler & Pickering, 2445 M Street, Washington, D.C. 20037, or such other place as the parties shall agree, for the purpose of confirming the satisfaction or waiver, as the case may be, of the conditions set forth in Article Seven. The date on which the Closing occurs is referred to as the "Closing Date."

Section 2.3 Effects of the Merger. At and after the Effective Time the Merger shall have the effects set forth in Section 259 of the GCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of the Company and the Purchaser shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and the Purchaser shall become the debts, liabilities and duties of the Surviving Corporation.

Section 2.4 Certificate of Incorporation and Bylaws of the Surviving Corporation.

(a) The certificate of incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended, subject to the provisions of Section 6.6 of this Agreement, in accordance with the provisions thereof and hereof and applicable Law.

(b) The bylaws of the Purchaser in effect at the Effective Time shall be the bylaws of the Surviving Corporation until amended, subject to the provisions of Section 6.6 of this Agreement, in accordance with the provisions thereof and applicable Law.

Execution Copy

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its respective officer thereunto duly authorized, all as of the day and year first above written.

DANAHER CORPORATION

By: Daniel E. Conner
Name: _____
Title: _____

PHOENIX ACQUISITION CORP.

By: Daniel E. Conner
Name: _____
Title: _____

MICROTEST, INC.

By: _____
Name: _____
Title: _____

Execution Copy

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its respective officer thereunto duly authorized, all as of the day and year first above written.

DANAHER CORPORATION

By: _____
Name: _____
Title: _____

PHOENIX ACQUISITION CORP.

By: _____
Name: _____
Title: _____

MICROTEST, INC.

By: *Vincent Heer*
Name: _____
Title: _____

TRADEMARK REGISTRATIONS TRANSFERRED
FROM MICROTEST, INC. TO FLUKE NETWORKS, INC.
DUE TO MERGER

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
MICROTEST	1,635,366	February 19, 1991
CERTIFIBER	2,239,601	April 13, 1999
COMPAS	2,313,033	February 1, 2000
OMNIFIBER	2,451,661	May 15, 2001
OMNISCANNER	2,444,660	April 17, 2001
PENTASCANNER	1,999,037	September 10, 1996
SIMPLIFIBER	2,488,514	September 11, 2001

SCHEDULE A
TRADEMARK APPLICATIONS TRANSFERRED
FROM MICROTEST, INC. TO FLUKE NETWORKS, INC.
DUE TO MERGER

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILED DATE</u>
MICROTOOLS	76/031,779	April 21, 2000
PAIRSCANNER	76/313,916	September 18, 2001

AGREEMENT & PLAN OF MERGER

BY AND AMONG

DANAHER CORPORATION
(**"Parent"**)

PHOENIX ACQUISITION CORP.,
(**"Purchaser"**)

and

MICROTEST, INC.
(**the "Company"**)

June 12, 2001