

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MTS Systems Corporation		08/05/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	A&D Technology, Inc.		
Street Address:	4622 Runway Boulevard		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48108		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1833714	REDLINE	
Registration Number:	2034183	REDLINE ACAP	
Registration Number:	1991269	REDLINE ADAPT	
CORRESPONDENCE DATA			
Fax Number:	(734)995-1777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	734-995-3110		
Email:	trademark@butzel.com		
Correspondent Name:	Christopher M. Taylor		
Address Line 1:	350 South Main Street		
Address Line 2:	Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	133384-08 TM ASSIGNMENT		
NAME OF SUBMITTER:	Christopher M. Taylor		

CH \$90.00 1833714

Signature:

/Christopher M. Taylor/

Date:

01/27/2006

Total Attachments: 4

source=TM Assignment#page1.tif

source=TM Assignment#page2.tif

source=TM Assignment#page3.tif

source=TM Assignment#page4.tif

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT ("**Assignment**") is made and entered into as of this 5th day of August, 2005 (the "**Effective Date**") by and between A&D TECHNOLOGY INC., a Michigan corporation ("**Buyer**") and MTS SYSTEMS CORPORATION, a Minnesota corporation ("**Seller**").

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement, dated August 1, 2005 (the "**Purchase Agreement**"). Capitalized terms used herein without further definition shall have the meanings ascribed to them in the Purchase Agreement;

WHEREAS, in connection with the closing of the transactions contemplated by the Purchase Agreement, Seller is required to sell, transfer, assign, set over, deliver and surrender to Buyer, and Buyer is required to purchase from Seller, all of Seller's right, title and interest in and to the Intellectual Property Assets; and

WHEREAS, this Assignment sells, assigns, and conveys to Buyer the Intellectual Property Assets.

NOW THEREFORE, in consideration of the mutual covenants and agreement contained in this Assignment and the Purchase Agreement and other good valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties, intending to be legally bound, agree as follows:

1. **Assignment.** Seller hereby assigns, sells, transfers and conveys to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Intellectual Property Assets, including without limitation the Trademarks, which include without limitation the marks listed on Exhibit A, together with all associated good will and all related rights, all registrations and applications for registration of the Trademarks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured. The provisions of this Agreement inure to the benefit of Buyer, its successors, assigns and other legal representatives, and are binding upon Seller, its successors, assigns and other legal representatives.

2. **Further Assurances.** Following the date hereof, Seller will provide all further cooperation which Buyer reasonably determines is necessary to accomplish the complete transfer of the Intellectual Property Assets and all associated rights to Buyer, and to ensure Buyer the full enjoyment of the Intellectual Property Assets and associated rights including, without limitation, executing and conveying to Buyer further assignments, consents, releases and other documentation within ten (10) days of their receipt thereof, and providing good faith testimony by affidavit, declaration, deposition, in-person or other proper means in support of any effort by Buyer to establish, record, perfect or defend any rights or property acquired pursuant to this Assignment through prosecution of governmental filings, regulatory proceedings, litigation, or other means.

3. **Effect.** This Assignment is intended only to document the sale and assignment of the Intellectual Property Assets to Buyer and the Purchase Agreement is the exclusive source of the agreement and understanding between Seller and Buyer. Nothing contained in this Assignment extends, amplifies or otherwise alters the representations, warranties, covenants and obligations contained in the Purchase Agreement.

4. **General Provisions.** This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto. The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions. This Assignment may be executed by facsimile signature and in counterparts, each of which will be an original and all of which when taken together will constitute one and the same Instrument. This Assignment will be governed by and construed under the laws of the State of Michigan without regard to conflicts-of-laws principles that would require the application of any other law.

[Signature Page Follows]

Each of the Parties has caused this Assignment to be duly executed and delivered as of the date first above written.

Buyer:

A&D TECHNOLOGY INC.

By: [Signature]
Name: Yoichiro Koyama
Title: President

Seller:

MTS SYSTEMS CORPORATION

By: [Signature]
Name: SUSAN KNIGHT
Title: CFO

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss

The foregoing Assignment was acknowledged before me by Susan Knight as CFO of MTS Systems Corporation, a Minnesota corporation, on behalf of said corporation.

[Signature]
Barbara J Carpenter, Notary Public
My Commission Expires:



GP:1737612 v2

EXHIBIT A
TRADEMARKS

Registered Marks

MARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
REDLINE	Germany	2091162	15-Jan-1993
REDLINE	United Kingdom	1529555	12-Mar-2000
REDLINE	France	94/533411	19-Aug-1994
REDLINE	Japan	3126059	29-Mar-1996
REDLINE	Korea	328837	11-Dec-1995
REDLINE	United States	1833714	03-May-1994
REDLINE ACAP	United States	2034183	28-Jan-1997
REDLINE ASSIST	United States	1991269	06-Aug-1996

Common Law Marks

ATLAS (software)
VX-IN
ACAP
ADAPT