

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LDS Test and Measurement Limited		06/22/2009	Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bruel & Kjaer Sound & Vibration Measurement A/S		
<b>Street Address:</b>	Skodsborgvej 307		
<b>City:</b>	Naerum		
<b>State/Country:</b>	DENMARK		
<b>Postal Code:</b>	2850		
<b>Entity Type:</b>	Aktieselskab:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2905679	DACTRON	
<b>Registration Number:</b>	2907692	DACTRON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)861-1783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-861-1500		
<b>Email:</b>	trademarks@bakerlaw.com		
<b>Correspondent Name:</b>	Kelu L. Sullivan		
<b>Address Line 1:</b>	1050 Connecticut Avenue, N.W.		
<b>Address Line 2:</b>	Washington Square, Suite 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	87275.10		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	John H. Weber		

CH \$65.00 2905679

**900143967**

**TRADEMARK  
 REEL: 004068 FRAME: 0332**

Address Line 1: 1050 Connecticut Avenue, N.W.  
Address Line 2: Washington Square, Suite 1100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Kelu L. Sullivan
Signature:	/KLS/
Date:	09/25/2009

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is executed as of June 22, 2009, by **LDS Test and Measurement Limited**, a company incorporated in England and Wales under the Companies Act (registered company number 01539186) ("LDS Ltd") ("Assignor") for the benefit of **Bruel & Kjaer Sound & Vibration Measurement A/S**, a company organized under the laws of Denmark ("B&K SVM") ("Assignee").

WHEREAS, Assignor has used and is using the trademarks identified on Schedule A and is the owner of the trademark registrations identified on Schedule A (the "Marks"), including the goodwill of the business connected with the use of, and symbolized by, the Marks.

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, including any and all federal applications and registrations therefor.

WHEREAS, Assignor and Assignee have entered into an Intellectual Property Purchase Agreement dated as of the date hereof, pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets, including: (a) all right, title and interest in and to the Marks and (b) the goodwill of the business associated with the Marks.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, the entire right, title and interest in and to the Marks, including the goodwill of the business connected with the use of, and symbolized by, the Marks, free and clear of any and all liens, security interests, and other encumbrances.

Assignor shall, at its own expense, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the patents and patent applications listed on the attached Schedule A, and shall not enter into any agreement in conflict with this Assignment.

Assignor represents and warrants that it is duly authorized and has legal capacity to execute and deliver this Assignment, and that the execution and delivery of the Assignment and the performance of Assignor's obligations hereunder have been duly authorized and that the Assignment is a valid and legal agreement binding on the respective Assignor and enforceable in accordance with its terms.

This Agreement, and the performance of the parties hereto, shall be construed and governed according to the internal laws of the State of Delaware and the federal laws of the United States of America, without regard to the principles of conflicts or choice of laws thereof that would give rise to the application of the domestic substantive laws of another jurisdiction.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by a duly authorized corporate officer as of this 22<sup>nd</sup> day of June, 2009.

**ASSIGNOR**

LDS TEST & MEASUREMENT LIMITED

By: 

Name: Arne Rasmussen

Title: Director

**ASSIGNEE**

BRUEL & KJAER Sound & Vibration  
Measurement A/S

By: 

Name: Arne Rasmussen

Title: Vice-President Finance

**SCHEDULE A**

Country	Trademark	Status	Application No.	Filing Date	Registration No.	Registration Date
China	DACTRON	Registered	3623403	8-Jul-03	3623403	7-Jul-05
China	DACTRON	Registered	3623402	8-Jul-03	3623402	14-Apr-05
China	DACTRON	Registered	3623401	8-Jul-03	3623401	7-Oct-05
FM	DACTRON	Registered	3114774	31-Mar-03	3114774	6-Jun-07
Japan	DACTRON	Registered	2003-058451	11-Jul-03	4789302	23-Jul-04
Japan	DACTRON	Registered	2003-058452	11-Jul-03	4915705	16-Dec-05
Japan	DACTRON	Registered	2003-058453	11-Jul-03	4774450	28-May-04
Korea	DACTRON	Published	45-2003-3153	28-Aug-03		
Taiwan	DACTRON	Registered	92040015	26-Jun-03	01099172	1-May-04
Taiwan	DACTRON	Registered	92040018	26-Jun-03	01099173	1-May-04
Taiwan	DACTRON	Registered	92040021	26-Jun-03	01089792	16-Mar-04
United States	DACTRON	Registered	76/509,725	28-Apr-03	2,905,679	30-Nov-04
United States	DACTRON & DESIGN	Registered	76/513,696	12-May-03	2,907,692	7-Dec-04