

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
MTS Systems Corporation		06/27/2008	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Agilent Technologies, Inc.		
<b>Street Address:</b>	5301 Stevens Creek Boulevard		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95051		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1717736	NANO INDENTER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)200-0853		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-651-5917		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Purvi J. Patel		
Address Line 1:	2323 Victory Avenue		
Address Line 2:	Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	40769.20		
NAME OF SUBMITTER:	Purvi J. Patel		
Signature:	/PurviJPatel/		
Date:	02/17/2010		

CH \$40.00 1717736

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") dated as of June 27, 2008, is by and between MTS Systems Corporation, a Minnesota corporation ("Assignor") and Agilent Technologies, Inc., a Delaware corporation ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of June 13, 2008 and amended by an Amendment to Asset Purchase Agreement dated as of June 26, 2008 (as amended, the "Purchase Agreement") between Assignor and Assignee.

In consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts the assignment and transfer from Assignor of: (i) all of its right, title and interest in and to the patents and trademarks, and goodwill appurtenant thereto, together with any applications and/or registrations associated therewith, identified in Exhibit A attached hereto (the "Registered Intellectual Property") together with any extension, reissue, modification or renewal thereof, (ii) all rights, claims, credits or rights of set-off against third persons for past, present and future infringement or other violation of the Registered Intellectual Property whether liquidated or unliquidated, fixed or contingent including any claim, demand, suit, inquiry, investigation, proceeding, action (including any governmental action) or cause of action of any kind or character (in each case, whether civil, criminal, investigative or administrative), seeking monetary damages, fines, penalties, recall required by any governmental entity, seizures, detentions, injunctions, or any equitable or other relief or sanction under any theory, including those based on theories of contract, tort, equity, statutory liability against third persons for infringement or other violations of the Registered Intellectual Property, and (iii) all income, royalties or payments exclusively relating to the Registered Intellectual Property due or payable under any contract after the date hereof (all collectively, the "Registered Intellectual Property Rights").

Assignor shall provide to Assignee cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any affidavits, declaration, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for the Registered Intellectual Property Rights; (b) in the prosecution or defense of any interference, infringement or other proceedings that may arise in connection with any of the Registered Intellectual Property Rights, including, without limitation, testifying as to any facts relating to the Registered Intellectual Property Rights assigned herein and this Assignment; and (c) in the implementation or perfection of this Assignment; provided that Assignee shall be responsible as to (a) through (c) above for documented out-of-pocket expenses incurred in the provision of (a) through (c) above.

2. **Rights and Responsibilities.** This Assignment is intended to document the assignment of the Registered Intellectual Property to Assignee. In the unlikely event of a conflict between the terms of this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

4. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the date and year first set forth above.

**ASSIGNOR:**

MTS Systems Corporation

By: James B. Hamilton

Name: Laura B. Hamilton

Its: Chief Executive Officer

**ASSIGNEE:**

Agilent Technologies, Inc.

By: \_\_\_\_\_

Name: Bob Burns

Its: Vice President & General Manager,  
Nanotechnology Measurements Division

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the date and year first set forth above.

**ASSIGNOR:**

MTS Systems Corporation

By: \_\_\_\_\_

Name: Laura B. Hamilton

Its: Chief Executive Officer

**ASSIGNEE:**

Agilent Technologies, Inc.

By:  \_\_\_\_\_

Name: Bob Burns

Its: Vice President & General Manager,  
Nanotechnology Measurements Division

[Signature page to Intellectual Property Assignment Agreement]

**EXHIBIT A**

**Registered Intellectual Property**

Patents: see attached.

Trademarks: see attached.

Logos: see attached.

**Common Law Trademarks and Trade Names**

Nano Indenter G200

Nano Indenter G300

Nano Indenter XP

Nano Indenter XPW

Nano CSM

Nano Instruments

Nano DCM

Nano CDA

Nano UTM

Nano SEM

Virtual Indenter

Analyst

InSEM

Cosmos

**Uniform Resource Locator**

[mtsnano.com](http://mtsnano.com)

Patent Title	App. Number	Patent Number	Status	File Date	Issue Date	Country	Goods
CHARACTERISTIC STRAIN AND FRACTURE RESISTANCE FOR SCRATCH-INDEPENDENTLY OF INDENTER GEOMETRY	10/409856	6945097	Granted	4/8/2003	9/20/2005	United States of America	The invention relates to a method and device for providing clamping in a displacement device (10) that moves an element (12). The displacement device (10) has a permanent magnet (14) generating a first magnetic field and a first coil (16) movable with th
METHOD AND APPARATUS FOR DETERMINING PROPERTIES OF A TEST MATERIAL BY SCRATCH TESTING aka CHARACTERISTIC STRAIN AND FRACTURE RESISTANCE FOR SCRATCH-INDEPENDENTLY OF INDENTER GEOMETRY	2003-594675		Published	4/8/03		Japan	The invention involves an apparatus (202) and method for calculating characteristics of materials, such as equivalent strain, using an indenter (102,202,302) where the method used is independent of indenter geometry. The method includes performing a sra
STATICALLY RIGID AND DYNAMICALLY COMPLIANT MATERIAL TESTING SYSTEM	09/875280	6879124	Granted	6/6/2001	1/20/2004	United States of America	A material testing system includes a base and first and second specimen holders. A first displacement sensor measures displacement of the first specimen holder relative to the base. In addition, a second displacement sensor measures displacement of the se
DYNAMIC TENSILE TESTER aka STATICALLY RIGID AND DYNAMICALLY COMPLIANT MATERIAL TESTING SYSTEM	1938903.9		Published	6/6/2001		European Patent Office	A material testing system includes a base and first and second specimen holders. A first displacement sensor measures displacement of the first specimen holder relative to the base. In addition, a second displacement sensor measures displacement of the se
DYNAMIC TENSILE TESTER aka STATICALLY RIGID AND DYNAMICALLY COMPLIANT MATERIAL TESTING SYSTEM	2001/265372	2001/265372	Granted	6/6/2001	10/21/2005	Australia	A material testing system includes a base and first and second specimen holders. A first displacement sensor measures displacement of the first specimen holder relative to the base. In addition, a second displacement sensor measures displacement of the se



<u>Patent Title</u>	<u>App. Number</u>	<u>Patent Number</u>	<u>Status</u>	<u>File Date</u>	<u>Issue Date</u>	<u>Country</u>	<u>Goods</u>
DYNAMIC TENSILE TESTER aka STATICALLY RIGID AND DYNAMICALLY COMPLIANT MATERIAL TESTING SYSTEM	1.02E+12		Pending	6/6/2001		Korea, Republic of	A material testing system includes a base and first and second specimen holders. A first displacement sensor measures displacement of the first specimen holder relative to the base. In addition, a second displacement sensor measures displacement of the se
DYNAMIC TENSILE TESTER aka STATICALLY RIGID AND DYNAMICALLY COMPLIANT MATERIAL TESTING SYSTEM	1610061.9	ZL018100611	Granted	6/6/2001	1/11/2006	China (Peoples Republic)	A material testing system includes a base and first and second specimen holders. A first displacement sensor measures displacement of the first specimen holder relative to the base. In addition, a second displacement sensor measures displacement of the se
DYNAMIC TENSILE TESTER aka STATICALLY RIGID AND DYNAMICALLY COMPLIANT MATERIAL TESTING SYSTEM	2002-502413		Pending	6/6/01		Japan	A material testing system includes a base and first and second specimen holders. A first displacement sensor measures displacement of the first specimen holder relative to the base. In addition, a second displacement sensor measures displacement of the se
VARIABLE ELECTROMAGNETIC DAMPING APPARATUS	10165053	6844721	Granted	6/7/2002	1/18/2005	United States of America	The invention relates to a method and device for providing damping in a displacement device that moves an element. The displacement device has a permanent magnet generating a first magnetic field and a first coil movable with the element. The first coil r
VARIABLE ELECTROMAGNETIC DAMPING APPARATUS	2747891.6		Published	6/7/2002		European Patent Office	The invention relates to a method and device for providing damping in a displacement device (10) that moves an element (12). The displacement device (10) has a permanent magnet (14) generating a first magnetic field and a first coil (16) movable with the
VARIABLE ELECTROMAGNETIC DAMPING APPARATUS	2002318340		Pending	6/7/2002		Australia	The invention relates to a method and device for providing damping in a displacement device (10) that moves an element (12). The displacement device (10) has a permanent magnet (14) generating a first magnetic field and a first coil (16) movable with the

<u>Patent Title</u>	<u>App. Number</u>	<u>Patent Number</u>	<u>Status</u>	<u>File Date</u>	<u>Issue Date</u>	<u>Country</u>	<u>Goods</u>
VARIABLE ELECTROMAGNETIC DAMPING APPARATUS	2003-502395		Published	6/7/02		Japan	The invention relates to a method and device for providing damping in a displacement device (10) that moves an element (12). The displacement device (10) has a permanent magnet (14) generating a first magnetic field and a first coil (16) movable with the
MEASUREMENT OF PROPERTIES OF THIN SPECIMENS BASED ON EXPERIMENTALLY ACQUIRED FORCE-DISPLACEMENT DATA	11/757076		Published	6/1/2007		United States of America	A method and system are provided for obtaining force-displacement responses for a specimen or sample of material. The sample is supported with a spanning portion spanning in an environment between at least three points not in a line, wherein the points are
MEASUREMENT OF PROPERTIES OF THIN SPECIMENS BASED ON EXPERIMENTALLY ACQUIRED FORCE-DISPLACEMENT DATA	US07/012944		Published	6/1/2007		Patent Cooperation Treaty	A method and system are provided for obtaining force-displacement responses for a specimen or sample (5) of material. The sample (5) is supported with a spanning portion (5A) spanning in an environment between at least three points not in a line, wherein
CALIBRATING FORCE AND DISPLACEMENT SENSORS OF MECHANICAL PROBES	11/806523		Pending	12/12/2006		United States of America	Concepts presented herein relate to a portable device that includes a frame and a fixture for engaging a mechanical probe to be calibrated. The fixture can be a platform of hard material that receives pushing action of the mechanical probe. A displacement
CALIBRATING FORCE AND DISPLACEMENT SENSORS OF MECHANICAL PROBES	US07/024146		Pending	11/16/2007		Patent Cooperation Treaty	Concepts presented herein relate to a portable device that includes a frame and a fixture for engaging a mechanical probe to be calibrated. The fixture can be a platform of hard material that receives pushing action of the mechanical probe. A displacement

<u>TrademarkName</u>	<u>Status</u>	<u>App. Number</u>	<u>Repls. Number</u>	<u>RenewalID</u>	<u>File Date</u>	<u>Redis. Date</u>	<u>Country</u>	<u>Class</u>	<u>Goods</u>
NANO INDENTER	Registered	1029631	732508	3/21/2013	3/21/2003	3/21/2003	Benelux	9	SCIENTIFIC, ELECTRICAL, OPTICAL AND MEASURING APPARATUS AND INSTRUMENTS; APPARATUS AND INSTRUMENTS FOR CONDUCTING, SWITCHING, TRANSFORMING, ACCUMULATING, REGULATING OR CONTROLLING ELECTRICITY
NANO INDENTER	Registered	74208342	1717736	9/22/2012	9/30/1991	9/22/1992	United States of America	9	SCIENTIFIC NAUTICAL SURVEYING ELECTRIC PHOTOGRAPHIC CINEMATOGRAPHIC OPTICAL WEIGHING MEASURING SIGNALLING CHECKING (SUPERVISION) LIFE-SAVING & TEACHING APPARATUS & INSTRUMENTS; APPARATUS FOR RECORDING TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGES; ETC.
NANOSWIFT	Pending	300962859			9/27/2007		Hong Kong	9	Digital controllers for material and component testing machines.
NANOSWIFT	Registered	A0009690	941359	9/24/2017	9/24/2007	9/24/2007	Madrid Protocol	9	Digital controllers for material and component testing machines.
NANOSWIFT	Pending	96046142			9/29/2007		Taiwan	9	Digital controllers for material and component testing machines.
NANOSWIFT	Registered	77170797	3368397	1/15/2018	5/2/2007	1/15/2008	United States of America	9	Digital controllers for material and component testing machines.

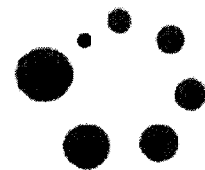
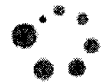
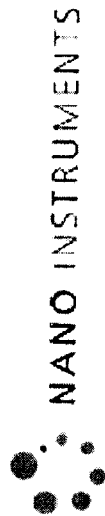
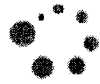
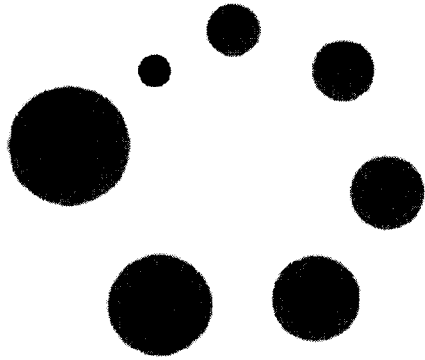
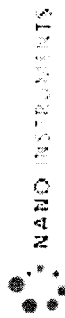
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NANO INSTRUMENTS



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