

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
Hawk I.R. International Limited		06/09/2009	Private Limited Company of United Kingdom: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Fluke Precision Measurement Limited		
Street Address:	52 Hurricane Way, Norwich Airport		
City:	Norwich, Norfolk		
State/Country:	UNITED KINGDOM		
Postal Code:	NR6 6JB		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78632212	ILLUMINATE-IR	
Serial Number:	78634201	REFLECT-IR	
Serial Number:	78192326	HAWK I.R.	
Serial Number:	78421215	CLIRVU	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Makalika D. Naholowaa, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	25445.4000.0000.GX197		

OP \$115.00 78632212

TRADEMARK

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Makalika Naholowaa, Attorney of Record
Signature:	/Makalika D. Naholowaa/
Date:	05/03/2012

Total Attachments: 6

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BUSINESS TRANSFER AGREEMENT
between
HAWK I.R. INTERNATIONAL LIMITED
and
FLUKE PRECISION MEASUREMENTS LIMITED

EDINBURGH
SALTHILL COURT 25 CASTLE TERRACE
EDINBURGH EH1 3ET
DX 563049 EDINBURGH 18
T: 0131 228 9930 F: 0131 228 1200
www.shepward.co.uk

Ref: D0712.30/1MCM

3. Business Transfer Agreement

TRADEMARK
REEL: 004771 FRAME: 0868

AGREEMENT dated 9 June 2009 between:-

- (1) **HAWK I.R. INTERNATIONAL LIMITED**, incorporated under the Companies Acts with number 04588109 and having its registered office at 117 High Street, Marske by the Sea, Cleveland, TS11 6JX (hereinafter referred to as "Hawk") OF THE FIRST PART; and
- (2) **FLUKE PRECISION MEASUREMENTS LIMITED**, incorporated under the Companies Acts with number 3896992 and having its registered office at 52 Hurricane Way, Norwich, Norfolk, NR6 6JB (hereinafter referred to as "FPM") OF THE SECOND PART

WHEREAS:-

- (A) Hawk and FPM are both wholly owned (direct or indirect) subsidiaries of Danaher Corporation of 2099 Pennsylvania Avenue, NW – 12th Floor, Washington DC 20037, United States of America;
- (B) Hawk has with effect from 1 June 2009 sold and transferred to FPM, and FPM has purchased and acquired from Hawk, the business, assets and liabilities of Hawk; and
- (D) Hawk and FPM have agreed that the terms on which Hawk sold and transferred to FPM, and FPM has purchased and acquired from Hawk, the business, assets and liabilities with effect from 1 June 2009 are as are specified and contained in this Agreement;
- (E) With effect from 1 June 2009, Hawk's sole remaining activity is the servicing of its contract with Flir Systems Inc and related parties ("Flir") and the collection/payment of trade accounts receivable/payable as at 31 May 2009.

NOW THEREFORE Hawk and FPM have agreed and do hereby agree as follows:-

1. **DEFINITIONS:-**

In this Agreement:-

- (a) "Excluded Assets and Liabilities" means trade accounts receivable and payable as at 31 May 2009, cash as at 31 May 2009, investments in subsidiaries and Hawk's contract(s) with Flir.
- (b) "Intangible Assets" means any intangible property rights including, but not limited to, all customer lists and other marketing intangibles, formulas, know-how, copyrights, trade secrets, inventions, software, computer programs, specifications, designs.

manufacturing process technology, quality control standards, patents, trademarks, trade names, service marks, and packaging, including, but not limited to, the registered intellectual property listed per Schedule 1;

- (c) "Transferred Assets and Liabilities" means the business, assets and liabilities of Hawk as at midnight on 31 May 2009 and, without prejudice to the foregoing generality, includes (all as at midnight on 31 May 2009 but subject as aforesaid) all the leasehold properties, fixed assets, Intangible Assets, moveable property (including fixtures and fittings, plant, machinery, vehicles, stocks and work in progress) and all the assets and rights (including contractual rights) and claims against third parties and rights under licences of Hawk and all the obligations and liabilities, howsoever arising, of Hawk but excluding the Excluded Assets and Liabilities;

2. TRANSFER OF THE TRANSFERRED ASSETS AND LIABILITIES

- 2.1 The Transferred Assets and Liabilities were transferred on 1 June 2009 with full title guarantee by Hawk to FPM, and FPM on 1 June 2009 acquired, took over and assumed from Hawk the Transferred Assets and Liabilities as a going concern.
- 2.2 Hawk ceased to carry on the business of Hawk as at midnight on 31 May 2009 and FPM from and after 1 June 2009 has carried on and continued the business of Hawk in succession to Hawk.

3. THE TRANSFER CONSIDERATION

- 3.2 It is hereby noted that Hawk has issued invoices for the Transferred Assets and Liabilities and these are due and payable in accordance with normal intercompany trading terms.

4. TRANSFER OF TITLE AND IMPLEMENTATION OF LIABILITIES

- 4.1 Title to and ownership of, and liability, risk and responsibility for, the Transferred Assets and Liabilities passed to FPM as from midnight on 31 May 2009.
- 4.2 Hawk hereby undertakes and agrees to grant any transfer and to enter into any document or agreement and to do any act or thing which is necessary to effect and complete the transfer to FPM of the Transferred Assets and Liabilities.

- 4.3 Hawk hereby undertakes and agrees to hold the Transferred Assets and Liabilities in trust for FPM with effect from midnight on 31 May 2009.
- 4.4 FPM shall take-over, implement and fulfill Hawk's part under any contract (including any contract for the purchase or supply of goods or services and any leasing or hire purchase agreement but excluding the contract(s) with Fliir) entered into by Hawk on or prior to midnight on 31 May 2009 and Hawk and FPM shall use their respective endeavours to have Hawk's part under all such contracts transferred to FPM. If the part of Hawk under any such contract cannot for any reason be transferred to FPM, then FPM shall implement and fulfill the obligations of Hawk under such contract as agent of Hawk.
- 4.5 FPM shall free and relieve Hawk, and indemnify Hawk from and against, all the debts, liabilities and obligations of Hawk.

5. THIRD PARTY CONSENTS

Hawk and FPM each hereby undertakes and agrees to use (at FPM's cost and expense) all reasonable endeavours to obtain all third party consents required for the transfer of any part of the business, undertaking, assets and liabilities of Hawk to FPM in terms of this Agreement. Insofar as any part (the "Relevant Part") of the business, undertaking, assets and liabilities of Hawk cannot be transferred to FPM in terms of this Agreement without the agreement or consent of a third party, then unless and until the required agreement or consent is obtained:-

- (a) Hawk and FPM shall co-operate in good faith to obtain such agreement or consent;
- (b) Hawk shall hold the Relevant Part upon trust for FPM; and
- (c) Hawk shall act under the direction of FPM in all matters relating to the Relevant Part.

6. PREMISES

If the tenant's part under any premises of which Hawk is the tenant cannot be assigned and transferred to FPM without the prior consent of the landlord of such premises, then FPM will occupy such premises as licensee of Hawk until the earlier of (a) such time as the landlord of such premises requires FPM to vacate such premises and (b) such time as the tenant's part under the lease of such premises is effectively assigned and transferred to FPM. For so long as FPM occupies any premises as licensee of Hawk in terms of this Clause 6, FPM shall indemnify, free and relieve Hawk from and against all liabilities and obligations of Hawk in respect of such premises and in respect of the lease of such premises.

7. EMPLOYEES

Hawk and FPM hereby agree that, pursuant to The Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"), the employees of Hawk as at 31 May 2008 become on 1 June 2009 employees of FPM on the same terms and conditions of employment as the terms and conditions on which the employees were employed by Hawk on 31 May 2008 and with continuous service.

8. BOOKS AND RECORDS

All the books and records (including the accounting books and records) of Hawk shall, to the extent that they have not already, be delivered by Hawk to FPM as soon as practicable. Until 31 May 2012 the books and records so delivered by Hawk to FPM shall at all reasonable times during business hours be open to the inspection and use of Hawk and its agents and such other persons as may be authorised in writing by Hawk, and Hawk and its agents and such other persons shall be entitled to take such copies and extracts therefrom as Hawk may reasonably require.

9. GOVERNING LAW

This Agreement shall be governed by the law of England

THIS AGREEMENT is signed for and on behalf of **HAWK I.R. INTERNATIONAL LIMITED**

by one of its directors before the witness signing below:-

A.F. Holsby Witness [Signature] Director
ANTHONY FRANCIS HOLSBY Full name ANTHONY HOLLIDAY Full name
BHAM TOLL ROSE LANE Address
WICKHAM SNETT EYE SUFFOLK

THIS AGREEMENT is signed for and on behalf of **FLUKE PRECISION MEASUREMENTS LIMITED**

by one of its directors before the witness signing below:-

A.F. Holsby Witness [Signature] Director
ANTHONY FRANCIS HOLSBY Full name DAVID COOPER Full name
BHAM TOLL ROSE LANE Address
WICKHAM SNETT EYE SUFFOLK

Schedule 1
Registered Intellectual Property

Patents

Publication No	Application No	Title	Filing date	Reg. Date
US7079334	US10/766356	Infrared sight glass for aftermarket filament	28 Jan 2004	18 Jul 2006
US7286309	US11/437390	Infrared sight glass for aftermarket filament	19 May 2006	23 Oct 2007
EP1173651	EP00906512.9	Thermal window and method of filament thereof	29 Feb 2000	17 Dec 2003

Trade Marks

Territory	Number	Mark	Classes	Filing date	Reg. date
United Kingdom	3091199	CRIRVU	09	19 May 2004	9 May 2006
United Kingdom	2192681	C.T I CYCLOPS	09	24 Mar 1999	17 Sep 1999
United Kingdom	2379577	CTI RoofCAM	09	3 Dec 2004	3 Jun 2005