

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Comark Limited		06/09/2010
			Entity Type
			CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Fluke Precision Measurement Limited		
Street Address:	52 Hurricane Way		
City:	Norwich, Norfolk		
State/Country:	UNITED KINGDOM		
Postal Code:	NR6 6JB		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	74156097	COMARK
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:	205-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Heidi L. Sachs, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	25445.4000.COMARK		
DOMESTIC REPRESENTATIVE			
Name:	Heidi L. Sachs, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		

OP \$40.00 74156097

Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER:

Heidi L. Sachs

Signature:

/Heidi L.Sachs/

Date:

05/10/2013

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY
RIGHTS

between

Comark Limited

and

Fluke Precision Measurement Limited

SHEPHERD AND WEDDERBURN LLP
1 EXCHANGE CRESCENT
CONFERENCE SQUARE
EDINBURGH EH3 8UL
DX 551970 EDINBURGH 53

Ref: D0712.59
Draft: 1

AGREEMENT DATED: 9 June 2010 between:-

- (1) **COMARK LIMITED**, a company incorporated under the Companies Acts (registered number 02929930) and having its registered office at Bury Mead Road, Hitchin, Hertfordshire, SG5 1RT (and having a former address of Comark House Gunnel's Wood Park Gunnel's Wood Road Stevenage, Hertfordshire SG1 2TA) (the "**Assignor**"); and
- (2) **FLUKE PRECISION MEASUREMENT LIMITED**, a company incorporated under the Companies Acts (registered number 01410123) and having its registered office at 52 Hurricane Way, Norwich, Norfolk, NR6 6JB (the "**Assignee**").

WHEREAS:-

- (A) The parties wish to undertake an assignment of any and all intellectual property rights remaining in the Assignor to the Assignee;
- (B) The Assignor has agreed to assign the Intellectual Property Rights (as defined below) to the Assignee in accordance with this Agreement.

NOW THEREFORE it is hereby agreed as follows:-

1. Definitions

- 1.1 Unless the context otherwise provides, the words and expressions used in this Agreement shall have the following meanings:-

"Effective Date"	means 1 March 2010;
"Intellectual Property"	means any and all intellectual property or industrial rights of any description anywhere in the world including without limitation to the foregoing generality any patents, trade marks, domain names, registered designs, copyright including without limitation to the foregoing generality rights in computer software, object and source code, rights in the nature of copyright, database rights, semiconductor topography rights, unregistered design rights, rights in and to trade names, business names, product names and logos, inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information and any analogous or similar right in any jurisdiction (whether any such rights referred to in the definition are registered, unregistered, registerable or not and any applications or rights to apply for registration of any of them, any and all divisions and continuations of said applications and the right to claim priority from any of the applications together with any registered rights resulting from any such applications, or rights to apply for registration);
"Intellectual Property Rights"	means any and all Intellectual Property owned by the Assignor or to which the Assignor is legally entitled anywhere in the world, including but not limited to the Registered IPR;
"Registered IPR"	means the trade marks and domain names set out in the Schedule; and

"Schedule" means the schedule which is annexed to and forms part of this Agreement.

- 1.2 In this Agreement (except where the context otherwise requires):
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 the clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
 - 1.2.3 the Schedule annexed hereto is incorporated into and forms part of this Agreement; and
 - 1.2.4 any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having a separate legal personality.

2. Assignment

- 2.1 The Assignor, as legal and beneficial owner free from all liens, charges and encumbrances hereby absolutely with effect from the Effective Date:
- 2.1.1 assigns and transfers to the Assignee, the Assignor's whole right, title and interest past, present and future in and to the Intellectual Property Rights including without limitation, any and all goodwill attached to the Intellectual Property Rights;
 - 2.1.2 assigns to the Assignee, the rights, powers, privileges and immunities conferred on the proprietor of the Intellectual Property Rights and all rights of action, actual or contingent in respect of any past, existing or future infringements of the Intellectual Property Rights; and
 - 2.1.3 irrevocably waives in favour of the Assignee any and all Moral Rights as defined in Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights under any other jurisdiction, the Assignor may have in the Intellectual Property Rights in so far as the Assignor may lawfully do so.

3. Further Assurances

- 3.1 The Assignor hereby authorises and requests (if and where appropriate) any official of any country whose duty it is to register Intellectual Property (or other evidence or forms for industrial and/or Intellectual Property protection including applications for registration) on application being made by the Assignee pursuant to this Agreement, to issue same to the Assignee and its successors and assignees; and
- 3.2 The Assignor shall do or shall procure that there shall be done all acts, assurances and things, shall execute or shall procure execution of such assignments, forms, authorisations, documents and deeds and shall make, swear, or procure that there shall be made or sworn any declaration or oath as may be required to give the full benefit of this Agreement to the Assignee.
- 3.3 The Assignor hereby irrevocably appoints the Assignee to be the attorney of the Assignor with power on the Assignor's behalf to do all such acts, assurances and things, execute all such assignments, forms, authorisation documents and deeds and make or swear any declaration or oath as the Assignor ought to do, execute, make or swear hereunder and generally to use the name of the Assignor as may be required to give the full benefit of this Agreement to the Assignee and the Assignee to pursue any insurance claim relating to the Intellectual Property Rights in the name of the Assignor and to delegate all or any of the powers conferred on it by this Clause 3.3 to any person or persons as the Assignee may in the Assignee's absolute discretion think fit.

4. Counterpart Clause



This Agreement may consist of a number of copies, each signed by one party to this Agreement. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the Agreement.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

EXECUTED and DELIVERED as a DEED by COMARK LIMITED acting by one of its

directors before the witness signing below:-

 Witness  Director
RISHI SIDHU Full name *KEITH GRAMAM WARD* Full name
S. ANNUNZILL BUSINESS VILLAGE Address
BROOKLANDS CLOSE, UXTON

EXECUTED and DELIVERED as a DEED by FLUKE PRECISION MEASUREMENT LIMITED acting

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

..... Witness Director
 Full name Full name
 Address

4. Counterpart Clause

This Agreement may consist of a number of copies, each signed by one party to this Agreement. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the Agreement.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

EXECUTED and DELIVERED as a DEED by COMARK LIMITED acting by one of its directors before the witness signing below:-

..... Witness Director
..... Full name Full name
..... Address
.....

EXECUTED and DELIVERED as a DEED by FLUKE PRECISION MEASUREMENT LIMITED acting

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

Denise Griffiths Witness *David Cooper* Director
DENISE GRIFFITHS Full name *DAVID COOPER* Full name
16 ST JOHN'S CROSS Address
COLTISHALL
NR12 7HA

This is the Schedule referred to in the foregoing Assignment of Intellectual Property Rights by Comark Limited in favour of Fluke Precision Measurement Limited

SCHEDULE

Registered IPR

TERRITORY	MARK	Classes	Application Number	Filing Date (Day/Month/Year)	REGISTRATION/SERIAL NUMBER
Italy	Comark logo	Class 9	91C000768	8/4/91	609260
France	Comark logo	Class 9	278491	5/4/91	1654297
Germany	Comark logo	Class 9	G41776/9Wz	9/4/91	2022536
Canada	Comark logo	Class 9	679314	3/4/91	409745
Canada	KM logo	Class 9	598987	14/1/88	351986
Canada	KM KANE-MAY logo	Class 9	752386	14/4/94	441110
United States	Comark Logo	Class 9	156097	11/4/91	1772807
Benelux	Comark logo KM	Class 9,	761900	4/4/91	502160
Benelux	KM	Classes 9, 10 and 16	-	-	-
UK	Comark (device)	Class 9	1458492	14/3/91	1458492
UK	COMARK (word only)	Class 9	1115743	12/6/79	1115743
UK	DILIGENCE (word only)	Class 9	1437981	25/8/90	1437981
UK	DILIGENCE (word only)	Class 16	1467777	14/6/91	1467777
UK	VIGILANCE (word only)	Class 9	2154465	24/12/97	2154465
UK	COMARK EVOLUTION (word only)	Class 9	2175234	19/8/98	2175234
UK	KM FOODCHECK (stylised word)	Class 9	1430840	29/6/90	B1430840
UK	CATERCHEC K (word only)	Class 9	1452368	02/01/91	B1452368
UK	KM KANE MAY (stylised word)	Class 9	1565126	10/03/94	1565126
European Community	Kane-May (word only),	Class 9,10,42	000394833	04/11/96	000394833
European Community	KM (device)	Class 9,42	000394809	04/11/96	000394809
Denmark	KM (device)	Class 9	5339/1987	10/08/87	5589/1989

Germany	KM FOOD CHECK	Class 9	K60894/9Wz	09/12/92	2046665
France	KM KANE MAY logo	Class 9	94/510870	14/3/94	94510870
Germany	KM KANE- MAY logo	Class 9	K63542/9 Wz	17/3/94	2092861
Italy	KM KANE- MAY logo	Class 9	F194C/442	12/05/94	704233
Finland	KM logo	Class 9	3355/87	-	105458
Norway	KM logo	Class 9	87/3244	-	135000
South Korea	KM logo, Class 9	Class 9	50883/97	31/10/97	423325
India	KM Logo and KANE-MAY	Class 9	435519	22/03/85	435519
International (and all applications or registrations thereunder)	KM KANE- MAY logo	Class 9	682235	28/10/97	682235
Russia (filed under international application above)	KM KANE- MAY logo	Class 9	682235	28/10/97	682235
China (filed under international application above)	KM KANE- MAY logo	Class 9	682235	28/10/97	682235