

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299670

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Testing Machines, Inc.		03/14/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TMI HOLDCO, INC.
Street Address:	4 Union Park
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02118
Entity Type:	CORPORATION: DELAWARE
Name:	Industrial Physics Holdings, LLC
Street Address:	4 Union Park
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02118
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1982620	LAB MASTER
Registration Number:	2019838	MESSMER BUCHEL
Registration Number:	1471791	MONITOR/IMPACT
Registration Number:	4011467	TESTING UNIVERSITY
Registration Number:	1893996	TMI
Registration Number:	1947355	TMI LAB MASTER
Registration Number:	1879137	TMI SUPERSEALER
Registration Number:	2641188	VISUAL ASSEMBLY

CORRESPONDENCE DATA

Fax Number: 3129847700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.372.2000

Email: resmith@mwe.com

TRADEMARK

Correspondent Name: Rebecca Smith
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 227 W. Monroe Street, Suite 4400
Address Line 4: CHICAGO, ILLINOIS 60606-5096

ATTORNEY DOCKET NUMBER: 93967-011 RS/CMV

NAME OF SUBMITTER: Rebecca Smith

SIGNATURE: /Rebecca Smith/

DATE SIGNED: 03/31/2014

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”) is entered into as of March 14, 2014, by and among Testing Machines, Inc., a Delaware corporation, which will change its name on or around Closing to The Zeven Corporation, with a place of business at 12 W. Periwinkle Drive, New Castle, DE 19720, (“Assignor”), TMI Holdco, Inc., a Delaware corporation, which will change its name on or around Closing to Testing Machines, Inc., with a place of business at 4 Union Park, Boston, MA 02118 (“TMI Assignee”), and Industrial Physics Holdings, LLC, a Delaware limited liability company, with a place of business at 4 Union Park, Boston, MA 02118 (“IPH Assignee”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Assignor and TMI Assignee are parties to that certain Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), which provides, among other things, that Assignor shall sell, convey, assign, transfer and deliver, and TMI Assignee shall purchase, acquire and accept from the Assignor, the Sold Assets, free and clear of all Liens (other than Permitted Liens);

WHEREAS, Assignor and IPH Assignee are parties to that certain Contribution Agreement, dated as of even date herewith (the “Contribution Agreement”), which provides, among other things, that Assignor shall contribute, convey, assign, transfer and deliver, and IPH Assignee shall accept from the Assignor, the Contributed Assets, free and clear of all Liens (other than Permitted Liens);

WHEREAS, in connection with the Purchase Agreement, Assignor desires to assign to TMI Assignee, all of Assignor’s right, title and interest in and to all Business Intellectual Property of the Business that are Sold Assets (the “Sold Intellectual Property”), and TMI Assignee desires to accept the assignment of the Sold Intellectual Property from Assignor, subject to the terms and conditions of the Purchase Agreement and this Agreement;

WHEREAS, in connection with the Contribution Agreement, Assignor desires to assign to IPH Assignee, all of Assignor’s right, title and interest in and to all Business Intellectual Property of the Business that are Contributed Assets (the “Contributed Intellectual Property”),

and IPH Assignee desires to accept the assignment of the Contributed Intellectual Property from Assignor, subject to the terms and conditions of the Contribution Agreement and this Agreement.

WHEREAS, after the contribution of the Contributed Intellectual Property, the IPH Assigned desires to contribute to TMI Assignee, all of IPH Assignee's right, title and interest in and to all of the Contributed Intellectual Property and TMI Assignee desires to accept the assignment of the Contributed Intellectual Property from IPH Assignee, subject to the terms and conditions of this Agreement.

NOW, THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and further described in the Purchase Agreement, Assignor hereby sells, transfers and assigns to TMI Assignee, its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all of the Sold Intellectual Property and any and all registrations and applications for registrations for any Sold Intellectual Property, including, but not limited to, the Sold Intellectual Property set forth on Schedule A, and any continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions thereof, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by TMI Assignee for its own use and enjoyment; (ii) all income, proceeds, royalties, license fees, damages and payments now or hereafter due or payable with respect to the Sold Intellectual Property worldwide; (iii) all copyrights, author's rights, and other intellectual property rights embodied in and/or associated with the Sold Intellectual Property; (iv) all licenses and interests of every kind and nature in the Sold Intellectual Property; (v) the right to assign or license the Sold Intellectual Property; (vi) the right to prepare, reproduce and distribute copies of the Sold Intellectual Property, compilations including the Sold Intellectual Property, and derivative works based on the Sold Intellectual Property; (vii) all rights to claims, causes of action or remedies related thereto, all causes of action heretofore accrued in the Assignor's favor for past, present, and future infringement of the Sold Intellectual Property, and the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; and (viii) the goodwill of the business symbolized by the Sold Intellectual Property, together with that portion of the Business to which such Sold Intellectual Property pertains as and to the extent set forth in the Purchase Agreement. TMI Assignee shall have the sole and exclusive right throughout the world

in all languages and in perpetuity to use and exploit all or any part of the Sold Intellectual Property and all or any part of any material contained therein or prepared therefore, whether or not used therein, in any format or version, by any means and in any media, whether now known or hereafter developed.

FURTHER, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and further described in the Contribution Agreement, Assignor hereby contributes, transfers and assigns to IPH Assignee, its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all of the Contributed Intellectual Property and any and all registrations and applications for registrations for any Contributed Intellectual Property, including, but not limited to, the Contributed Intellectual Property set forth on Schedule B, and any continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions thereof, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by IPH Assignee for its own use and enjoyment; (ii) all income, proceeds, royalties, license fees, damages and payments now or hereafter due or payable with respect to the Contributed Intellectual Property worldwide; (iii) all copyrights, author's rights, and other intellectual property rights embodied in and/or associated with the Contributed Intellectual Property; (iv) all licenses and interests of every kind and nature in the Contributed Intellectual Property; (v) the right to assign or license the Contributed Intellectual Property; (vi) the right to prepare, reproduce and distribute copies of the Contributed Intellectual Property, compilations including the Contributed Intellectual Property, and derivative works based on the Contributed Intellectual Property; (vii) all rights to claims, causes of action or remedies related thereto, all causes of action heretofore accrued in the Assignor's favor for past, present, and future infringement of the Contributed Intellectual Property, and the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; and (viii) the goodwill of the business symbolized by the Contributed Intellectual Property, together with that portion of the Business to which such Contributed Intellectual Property pertain as and to the extent set forth in the Contribution Agreement. IPH Assignee shall have the sole and exclusive right throughout the world in all languages and in perpetuity to use and exploit all or any part of the Contributed Intellectual Property and all or any part of any material contained therein or

prepared therefore, whether or not used therein, in any format or version, by any means and in any media, whether now known or hereafter developed.

Assignor covenants and agrees that it will, at any time upon written request by TMI Assignee or IPH Assignee, do everything reasonable to aid Assignee, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, all without further consideration, but at the expense of TMI Assignee or IPH Assignee, as applicable, and each of its successors, assigns or other legal representatives.

[Signature page follows]

In witness whereof, the parties hereto have executed this Intellectual Property Assignment Agreement as of this 14th day of March, 2014.

ASSIGNOR

TESTING MACHINES, INC., a Delaware corporation

By: John L. Sullivan

Title: President

State of Delaware)

County of New Castle)

ss:

Subscribed to and sworn before me by Assignor on this 14th day of March 2014.

John Blalecki
Notary Public
John Blalecki, Attorney at Law
My commission expires pursuant to
29 Del. C. Section 4323(a)(3)
No Expiration

TMI ASSIGNEE

TMI HOLDCO, INC., a Delaware corporation

By: Morgan Jones

Title: President

State of Delaware)

County of New Castle)

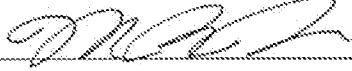
ss:

Subscribed to and sworn before me by Assignor on this 14th day of March 2014.

John Blalecki
Notary Public
John Blalecki, Attorney at Law
Notary Public pursuant to
29 Del. C. Section 4323(a)(3)
My commission expires pursuant to
No Expiration

IPH ASSIGNEE

INDUSTRIAL PHYSICS HOLDINGS, LLC, a
Delaware limited liability company


.....

By: Morgan Jones.....

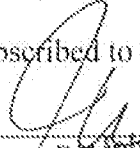
Title: President.....

State of Delaware)

County of New Castle)

ss:

Subscribed to and sworn before me by Assignor on this 14th day of March 2014.


.....
Notary Public John Blazeki, Attorney at Law

Notary Public pursuant to

My commission expires Section 4323(a)(3)

No Expiration

SCHEDULE A

SOLD INTELLECTUAL PROPERTY

See attached

Testing Machines Registered Patents									
Tab	Patent Title	TMI Ref.	Country	Patent No./ Application No.	Issue Date/ App. Date	Exp. Date	Owner/Assignee	Inventor(s)	Notes
1	Apparatus and Method for Testing Static and Kinetic Frictional Coefficients of a Sheet Material	32-91 COF Tester	USA	6,119,505 08/871,515	19-Sep-2000 9-Jun-1997	9-Jun-2017	Testing Machines, Inc.	John L. Sullivan Jeffrey J. Bott Jacek A. Eubig John S. Fortunato	all maint. fees paid
2	Dynamic High Speed Tensile Tester	84-XX	USA	6,370,962 09/594,135	16-Apr-2002 14-Jun-2000	14-Jun-2020	Testing Machines, Inc.	John L. Sullivan Jeffrey J. Bott	all maint. fees paid
3	Apparatus and Method for Testing Static and Kinetic Frictional Coefficients of a Sheet Material	32-91 COF Tester	USA	6,116,076 09/103,000	12-Sep-2000 22-Jun-1998	22-Jun-2018	Testing Machines, Inc.	John L. Sullivan Jeffrey J. Bott Jacek A. Eubig John S. Fortunato	all maint fees paid
4	Test Apparatus for Measuring Stresses and Strains	85-80 et seq: 13-90; 84-92; 80-94; 80-92; 49-90	USA	6,539,809 09/543,948	1-Apr-2003 6-Apr-2000	6-Apr-2020	Testing Machines, Inc.	Walter W. Weiss John L. Sullivan Jeffrey J. Bott Jacek A. Eubig	3rd maint fee due 4/1/14
5	Method and Apparatus for Testing the Quality of Crimped Seals	SL-10	USA	7,179,344 10/409,621	20-Feb-2007 8-Apr-2003	8-Apr-2023	Lako Tool & Mfg, Inc.	Louis M. Montano Justin M. Montano William J. Witzler	2nd maint fee due 8/20/14 3rd maint fee due 2/20/18
6	Method and Apparatus for Measuring Properties of Board Products	BQM	USA	8,463,560 11/992,021	11-Jun-2013 13-Mar-2008	13-Mar-2028	Testing Machines, Inc.	Russell John Allan	1st maint fee due 6/11/16 2nd maint fee due 6/11/20 3rd maint fee due 6/11/24

Testing Machines Pending Patents							
Tab	Patent Title	TMI Ref.	Country	Patent No./ Application No.	Issue Date/ App. Date	Owner/Assignee	Inventor(s)
7	Method and Apparatus for Measuring Properties of Board Products	BQM	Europe	06 774 997.8	6/25/2008	Testing Machines, Inc.	Russell John Allan
8	Corrugated Sample Cutter		USA	13/860,171	4/10/2013	Testing Machines, Inc.	Dale Lee Heintzelman, Jr. John Louis Sullivan

Automatic Cobb Tester				
Method and Device for Measuring Liquid Absorption				
Priority Date 9/15/2006				
Country	Applicant	Application Number	Filing Date	Status
Sweden	Fibro System AB	0601908-7	9/15/2006	
PCT	Fibro System AB	SE 2007/000793	9/12/2007	
Europe	Fibro System AB	7808807.7	9/12/2007	
USA	Bernt Bostrom & Ulf Backlund *assignment dated 3/10/2009 to Fibro System AB	12/310,989	9/12/2007	patent granted
Canada	Fibro System AB	2663260	9/12/2007	
Brazil	Fibro System AB	PI0716628-1	9/12/2007	
Japan	Fibro System AB	2009-528200	9/12/2007	request for exam filed 9/8/2010
China	Fibro System AB	200780034188.X	9/12/2007	
Australia	Fibro System AB	2007295143	9/12/2007	
Print Simulation Tester				
Method and Device for Determining the Topography of a Material Surface				
Priority Date 5/30/2007				
Country	Applicant	Application Number	Filing Date	Status
Sweden	Fibro System AB	0701301-4	5/30/2007	
PCT	Fibro System AB	SE 2008/000339	5/21/2008	
Europe	Fibro System AB	8753959.9	5/21/2008	
USA	Bernt Bostrom * assignment to Fibro in file	12/451560	5/21/2008	
Canada	Fibro System AB	2687088	5/21/2008	
Brazil	Fibro System AB	PI0811184-7	5/21/2008	
Japan	Fibro System AB	2010-510258	5/21/2008	request for exam filed 4/26/2011
China	Fibro System AB	200880018172.4	5/21/2008	
Australia	Fibro System AB	2008257644	5/21/2008	

TMI domains

Domain Name	Account No.	Points To	Private	Folder	Auto Renew	Expiration Date
adamellhomargy.com	30710765	ADNS Services	No	Default	On	11/6/2015
buchelbv.com	30710765	ADNS Services	No	Default	On	4/10/2014
messmerbuchel.com	30710765	ADNS Services	No	Default	On	5/27/2014
messmerinstruments.com	30710765	ADNS Services	No	Default	On	4/10/2014
pocketgoniometer.com	30710765	ADNS Services	No	Default	On	12/13/2015
testingmachines.biz	30710765	ADNS Services	No	Default	On	5/11/2015
testingmachines.cn	30710765	ADNS Services	No	Default	On	5/11/2015
testingmachines.com	30710765	ADNS Services	No	Default	On	1/6/2016
testingmachines.com.cn	30710765	ADNS Services	No	Default	On	5/11/2015
testingmachines.de	30710765	ADNS Services	No	Default	On	5/11/2015
testingmachines.net.cn	30710765	ADNS Services	No	Default	On	5/11/2015
testingmachines.us	30710765	ADNS Services	No	Default	On	5/11/2015
testinguniversity.com	30710765	ADNS Services	No	Default	On	2/20/2014
tmcanada.com	30710765	ADNS Services	No	Default	On	4/10/2014
Fibro.se						

Buchel BV owns the trademark Lhomargy in France.

Patent Title	Lako Ref.	Country	Patent No./ Application No.	Issue Date/ App. Date	Exp. Date	Owner/Assignee	Inventor(s)
Method and Apparatus for Testing the Quality of Crimped Seals	Hot Tack Unit that attaches to SL-10	USA	7,178,344 10/409,621	02/20/07 04/08/03	4/8/23	Lako Tool & Mfg Inc.	Louis Montano, Justin Montano and William Witzler

SCHEDULE B

CONTRIBUTED INTELLECTUAL PROPERTY

Testing Machines Registered Trademarks

Tab	Trademark	Country	Reg. No.	Reg. Date	Exp. Date	Owner	Class	Serial No.	Correspondent
9	LAB MASTER	USA	1,982,620	25-Jun-1996	25-Jun-2016	Testing Machines Inc.	9	74706659	John Bialecki
10	MESSMER BUCHEL (& Design)	Benelux	0561936	28-Oct-1994	28-Oct-2014	Testing Machines Inc.	9	0836302	CPA
		EU/CTM	157511	2-Apr-1998	1-Apr-2016	Testing Machines Inc.	9	1538761	Geoffrey Owen
		USA	2,019,838	26-Nov-1996	26-Nov-2016	Testing Machines Inc.	9	74642882	John Bialecki
11	MONITOR/IMPACT	USA	1,471,791	5-Jan-1988	5-Jan-2018	Testing Machines Inc.	9	73641919	John Bialecki
12	PARKER PRINT-SURF	Canada	TMA398,394	22-May-1992	22-May-2022	Testing Machines Inc.	--	638462	Gowlings
		Japan	4107678	30-Jan-1998	30-Jan-2018	Testing Machines Inc.	9	7-45184	Geoffrey Owen
		Sweden	233486	30-Apr-1992	30-Apr-2022	Testing Machines Inc.	9	--	--
		UK	1,382,862	25-Jan-1991	9-May-2016	Testing Machines Inc.	9	--	WP Thompson
13	PRINT-SURF	UK	1,382,865	25-Jan-1991	9-May-2016	Testing Machines Inc.	9	--	WP Thompson
14	TESTING UNIVERSITY	USA	4,011,467	16-Aug-2011	16-Aug-2021	Testing Machines Inc.	41	85169946	John Bialecki
15	TMI (& Design)	EU/CTM	738781	22-Apr-1999	28-Jan-2018	Testing Machines Inc.	9		Muller Bore
		USA	1,893,996	16-May-1995	16-May-2015	Testing Machines Inc.	9	74515394	John Bialecki
16	TMI CANADA (& Design)	Canada	TMA222,946	9-Sep-1977	9-Sep-2022	Testing Machines Inc.	--	395009	Moffat
17	TMI LAB MASTER	USA	1,947,355	9-Jan-1996	9-Jan-2016	Testing Machines Inc.	9	74481680	John Bialecki
18	TMI SUPERSEALER	USA	1,879,137	14-Feb-1995	14-Feb-2015	Testing Machines Inc.	9	74370082	John Bialecki
19	VISUAL ASSEMBLY	USA	2,641,188	22-Oct-2002	22-Oct-2022	Testing Machines Inc.	9	75861628	John Bialecki