

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ophir-Spiricon, LLC		11/20/2019	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Ophir Optronics Solutions Ltd.		
Street Address:	Science-based industrial Park, Har Hotzvim		
Internal Address:	P.O. Box 45021		
City:	Jerusalem		
State/Country:	ISRAEL		
Postal Code:	9145001		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77528127	BEAMGAGE	
Serial Number:	77594784	BEAMMAKER	
Serial Number:	86076064	BEAMWATCH	
Serial Number:	87920046	BEAMSQUARED	
CORRESPONDENCE DATA			
Fax Number:	9374496405		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	937-586-2611		
Email:	daytonipdocket@dinsmore.com		
Correspondent Name:	Dinsmore & Shohl LLP		
Address Line 1:	One South Main Street		
Address Line 2:	Fifth Third Building, Suite 1300		
Address Line 4:	Dayton, OHIO 45402		
NAME OF SUBMITTER:	Jennifer A. Huffman		
SIGNATURE:	/Jennifer A. Huffman/		
DATE SIGNED:	01/07/2020		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of *November 20, 2019*, is made by Ophir-Spiricon, LLC ("**Seller**"), a Utah limited liability corporation, in favor of Ophir Optronics Solutions Ltd. ("**Buyer**"), an Israeli corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of *November 20, 2019* (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; the transfer of such accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark registrations and trademark applications pertain;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the state of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the state of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

OPHIR-SPIRICON LLC

By: *Seth H. Bagshaw*

Name: Seth H. Bagshaw

Title: Manager

AGREED TO AND ACCEPTED:

OPHIR OPTRONICS SOLUTIONS LTD.

By: *Mordechai Gelbman*

Name: Mordechai Gelbman

Title: Director

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	IC	Country	Application #	Filing Date	Reg. #	Reg. Date	Status
BEAMGAGE	9	US	77/528,127	7/22/2008	3,632,976	6/2/2009	Registered
BEAMMAKER	9	US	77/594,784	10/17/2008	3,714,164	11/24/2009	Registered
BEAMWATCH	9	US	86/076,064	9/26/2013	4,525,698	5/6/2014	Registered
BEAMSQUARED	9	US	87/920,046	5/14/2018	5,642,567	1/1/2019	Registered