

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576436

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|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FARO TECHNOLOGIES INC. | | 04/30/2020 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | MECCO PARTNERS LLC | | |
| Street Address: | 290 Executive Drive | | |
| Internal Address: | Suite 200 | | |
| City: | Cranberry Township | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 16066 | | |
| Entity Type: | Limited Liability Company: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3313012 | LANMARK | |
| Registration Number: | 3742331 | MAESTRO | |
| Registration Number: | 2781562 | WINLASE | |
| Registration Number: | 4704518 | LANCODER | |
| Registration Number: | 4562399 | ACCU-GEN 20 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4129181199 | | |
| <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: | 4129181110 | | |
| Email: | ipdocket@metzlewis.com | | |
| Correspondent Name: | Barry I Friedman | | |
| Address Line 1: | 535 Smithfield Street - Suite 800 | | |
| Address Line 4: | Pittsburgh, PENNSYLVANIA 15222 | | |
| ATTORNEY DOCKET NUMBER: | 8081/006 | | |
| NAME OF SUBMITTER: | Barry I Friedman | | |
| SIGNATURE: | /Barry I Friedman/ | | |
| DATE SIGNED: | 05/14/2020 | | |

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”), dated as of April 30, 2020, is made by FARO Technologies, Inc., a Florida corporation (“**Seller**”), in favor of MECCO Partners, LLC, a Pennsylvania limited liability company (“**Buyer**”).

WHEREAS, Buyer is the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and among Buyer and Seller, dated as of the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to, among other things, (i) sell, convey, transfer and assign to Buyer and Buyer has agreed to purchase, acquire and accept from Seller, free and clear of all Liens (other than Permitted Liens), all of Seller’s rights, title and interest in and to the Acquired Assets; (ii) assign to Buyer, and Buyer has agreed to pay, defend, discharge and perform as and when due and performable, the Assumed Liabilities; and (iii) to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

WHEREAS, capitalized terms used herein and not defined herein shall have the meaning set forth in the Asset Purchase Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which 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:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(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, 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 hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto, at Buyer's expense.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. 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 one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It is the express intent of the parties hereto to be bound by the exchange of signatures on this Trademark Assignment via facsimile or electronic mail via the portable document format (PDF).

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

6. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Delaware.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

AGREED TO AND ACCEPTED:

MECCO Partners, LLC

By: [Signature]
Name: DAVID M. SWEET
Title: PRESIDENT

STATE OF PA :
COUNTY OF Butler : ss.

On this 30th of April, 2020 before me, a Notary Public, the undersigned officer, personally appeared David Sweet, who acknowledged himself to be the President of MECCO Partners, LLC, a Pennsylvania limited liability company, and declared that as such officer, he duly executed the foregoing Trademark Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of MECCO Partners, LLC

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public
Commission Expires 1/24/23

Commonwealth of Pennsylvania - Notary Seal
Jason Handyside, Notary Public
Butler County
My commission expires January 24, 2023
Commission number 1339905
Member, Pennsylvania Association of Notaries

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

| Mark | Jurisdiction | Registration Number | Registration Date |
|--------------------------------|--------------|---------------------|-------------------|
| LANMARK LANMARK | U.S. | 3313012 | 10/16/2007 |
| MAESTRO Maestro | U.S. | 3742331 | 01/26/2010 |
| WINLASE WINLASE | U.S. | 2781562 | 11/11/2003 |
| LANCoder LANCoder | U.S. | 4704518 | 03/17/2015 |
| Accu-Gen 20 Accu-Gen 20 | U.S. | 4562399 | 07/08/2014 |