

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM663889

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MTS Systems Corporation		06/07/2021	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Temposonics, LLC		
<b>Street Address:</b>	358 Hall Ave		
<b>City:</b>	Wallingford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06492		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1655388	LEVEL PLUS	
<b>Registration Number:</b>	4754965	MTS SENSORS	
<b>Registration Number:</b>	4754964	MTS SENSORS	
<b>Registration Number:</b>	5004022	MTS SENSORS	
<b>Registration Number:</b>	5004021	MTS SENSORS	
<b>Registration Number:</b>	5105638	REFINEME	
<b>Registration Number:</b>	5717240	R-SERIES V	
<b>Registration Number:</b>	5120013	SOCLEAN	
<b>Registration Number:</b>	5105637	TANK SLAYER	
<b>Registration Number:</b>	5629413	TEMPOLINK	
<b>Registration Number:</b>	1672464	TEMPOSONICS	
<b>Serial Number:</b>	87774129	TEMPOGATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	7145401235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>TRADEMARK</b>			

OP \$315.00 1655388

<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626
<b>ATTORNEY DOCKET NUMBER:</b>	054485-0030
<b>NAME OF SUBMITTER:</b>	Anna T Kwan
<b>SIGNATURE:</b>	/atk/
<b>DATE SIGNED:</b>	07/30/2021
<b>Total Attachments: 4</b> source=Touchstone - US Trademark Assignment Agreement (Executed) (002)#page1.tif source=Touchstone - US Trademark Assignment Agreement (Executed) (002)#page2.tif source=Touchstone - US Trademark Assignment Agreement (Executed) (002)#page3.tif source=Touchstone - US Trademark Assignment Agreement (Executed) (002)#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”), dated as of June 7, 2021, is made by MTS Systems Corporation, a Minnesota corporation (“**MTS**”), in favor of Temposonics, LLC, a Delaware limited liability company and wholly owned subsidiary of MTS (“**Temposonics**”), pursuant to that certain Separation Agreement (the “**Separation Agreement**”) in substantially the form set forth on Exhibit B of the Share Purchase Agreement, dated as of January 15, 2021 (as may be amended), by and between Amphenol Corporation, a Delaware corporation, and Illinois Tools Works Inc., a Delaware corporation.

WHEREAS, under the terms of the Separation Agreement, MTS has conveyed, transferred, and assigned to Temposonics, among other assets, certain intellectual property of MTS, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignment. MTS hereby irrevocably conveys, transfers, and assigns to Temposonics, and Temposonics hereby accepts, all of MTS'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 MTS 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. MTS hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Temposonics. Following the date hereof, MTS shall take such steps and actions, and provide such cooperation and assistance to Temposonics 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 Temposonics, or any assignee or successor thereto.

3. Terms of the Separation Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Separation Agreement, to which reference is made for a further statement of the rights and obligations of MTS and Temposonics with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Separation 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 Separation Agreement and the terms hereof, the terms of the Separation 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 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

**MTS Systems Corporation**

By: Lance E. D'Amico

Name: Lance E. D'Amico

Title: Vice President

AGREED TO AND ACCEPTED:

**Temposonics, LLC**

By: Lance E. D'Amico

Name: Lance E. D'Amico

Title: Senior Vice President, Secretary  
and General Counsel

**SCHEDULE 1  
Assigned Trademarks**

<b>Application No.</b>	<b>Registration No.</b>	<b>Trademark</b>	<b>Jurisdiction</b>	<b>Date of Filing</b>	<b>Date of Issue</b>
74/088834	1655388	LEVEL PLUS	United States of America	17-Aug-1990	3-Sep-1991
86/415531	4754965	MTS SENSORS	United States of America	6-Oct-2014	16-Jun-2015
86/415522	4754964	MTS SENSORS	United States of America	6-Oct-2014	16-Jun-2015
86/415514	5004022	MTS SENSORS	United States of America	6-Oct-2014	19-Jul-2016
86/415503	5004021	MTS SENSORS (stylized)	United States of America	6-Oct-2014	19-Jul-2016
86/517845	5105638	RefineME	United States of America	29-Jan-2015	20-Dec-2016
87/774120	5717240	R-SERIES V	United States of America	29-Jan-2018	2-Apr-2019
86/517840	5120013	SoClean	United States of America	29-Jan-2015	10-Jan-2017
86/517836	5105637	TANK SLAYER	United States of America	29-Jan-2015	20-Dec-2016
87/774144	5629413	TEMPOLINK	United States of America	29-Jan-2018	11-Dec-2018
74/115571	1672464	TEMPOSONICS	United States of America	15-Nov-1990	21-Jan-1992
87/774129		TEMPOGATE	United States of America	29-Jan-2018	