

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689766

<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>
Videology Imaging Solutions, Inc.		10/28/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Videology Imaging Corporation		
<b>Street Address:</b>	37M Lark Industrial Parkway		
<b>City:</b>	Greenville		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02828		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3784845	I-NET STREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027836031		
<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>	2027836040		
<b>Email:</b>	PTO-TM-Email@rfem.com		
<b>Correspondent Name:</b>	Leo M. Loughlin		
<b>Address Line 1:</b>	Rothwell, Figg, Ernst & Manbeck, PC		
<b>Address Line 2:</b>	Suite 800, 607 14th Street NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	5052-101		
<b>NAME OF SUBMITTER:</b>	Leo M. Loughlin		
<b>SIGNATURE:</b>	/Leo M. Loughlin/		
<b>DATE SIGNED:</b>	11/22/2021		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment"), dated as of October 28, 2021, is entered into by and between Videology Imaging Solutions, Inc., a Delaware corporation ("Assignor"), and Videology Imaging Corporation, a Delaware corporation ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and, each, a "Party". Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

### BACKGROUND

Assignor, Assignee, inTEST Corporation, a Delaware corporation and the parent of Assignee, and Carol Ethier, the owner of Assignor, are parties to an Asset Purchase Agreement, dated as of October 28, 2021 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign and transfer to Assignee, and Assignee has agreed to purchase and acquire, all of Assignor's right, title and interest in, to and under, among other things, the Business Intellectual Property Rights, to the extent not constituting Excluded Assets (the "Assigned Intellectual Property Rights"); provided that Seller's rights to any Business Intellectual Property Rights that are granted or licensed by third parties shall be transferred pursuant to the Assignment and Assumption Agreement and shall not be included in the definition of Assigned Intellectual Property Rights hereunder. The Purchase Agreement provides that Assignor shall execute and deliver at the Closing an assignment of intellectual property rights for Assignor to assign to Assignee all right, title and interest in the Assigned Intellectual Property Rights.

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

1. Intellectual Property Rights. Subject to the terms and conditions set forth in the Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, free and clear of all Liens, all of the Assigned Intellectual Property Rights and Assignee hereby accepts such rights.
2. Trademarks. Without limiting the generality of Section 1 of this Assignment, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts, free and clear of all Liens, all right, title, and interest in and to any and all Marks identified in Exhibit A comprising part of the Assigned Intellectual Property Rights, and any and all goodwill associated therewith, if any.
3. Recordal / Further Assurances. Assignor hereby authorizes Assignee to request the relevant governmental entity in each applicable country or jurisdiction to record Assignee as the assignee and owner of such Assigned Intellectual Property Rights, as applicable, and hereby consents to such recordal. Assignor from time to time, at the Assignee's request, shall without additional cost or expense, execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions and further assurances as Assignee may reasonably

request in order to vest more effectively in Assignee or to put Assignee more fully in possession of, any of the Assigned Intellectual Property Rights.

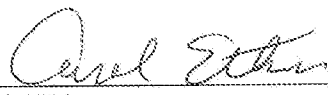
4. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without reference to its conflict of law rules.
5. Purchase Agreement. This Assignment is being executed and delivered by Assignor and Assignee pursuant to Section 8.2(d) and 8.3(d) of the Purchase Agreement and is made subject to the provisions of the Purchase Agreement. Assignor's and Assignee's liability in connection with this Assignment shall be governed in accordance with the Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, in the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. This Assignment shall not be modified or amended except by a written instrument signed by the Seller and the Buyer. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any Ancillary Agreement.
6. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or .pdf transmission will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, any Party executing this Assignment by facsimile or other form of electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or other form of electronic transmission.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment of Intellectual Property Rights to be executed and delivered as of the day and year first above written.

**ASSIGNOR**

VIDEOLOGY IMAGING SOLUTIONS,  
INC.

By:   
Name: Carol Ethier  
Title: President

**ASSIGNEE**

VIDEOLOGY IMAGING CORPORATION

By: \_\_\_\_\_  
Name: Richard N. Grant, Jr.  
Title: President

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment of Intellectual Property Rights to be executed and delivered as of the day and year first above written.

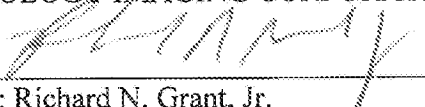
**ASSIGNOR**

VIDEOLOGY IMAGING SOLUTIONS,  
INC.

By: \_\_\_\_\_  
Name: Carol Ethier  
Title: President

**ASSIGNEE**

VIDEOLOGY IMAGING CORPORATION

By:   
Name: Richard N. Grant, Jr.  
Title: President

**Exhibit A  
Trademark**

- I. U.S. Serial Number: 78865148  
U.S. Registration Number: 3784845  
U.S. Registration Date: May 4, 2010  
Mark: I-NET STREAM (Stylized/Design)  
Owner: Videology Imaging Solutions, Inc.



- II. U.S. Serial Number: 85018528  
U.S. Registration Number: 3877076  
U.S. Registration Date: November 16, 2020  
Mark: VIDEOLOGY  
Owner: Videology Imaging Solutions, Inc.

**VIDEOLOGY**