

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2982020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT		
CONVEYING PARTY DATA			
	Name	Execution Date	
	PANALYTIQUE INC.	12/31/2010	
	SPECTRIS CANADA INC.	07/09/2014	
RECEIVING PARTY DATA			
Name:	SERVOMEX GROUP LIMITED		
Street Address:	JARVIS BROOK		
Internal Address:	CROWBOROUGH		
City:	EAST SUSSEX		
State/Country:	UNITED KINGDOM		
Postal Code:	TN6 3FB		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	
	Patent Number:	6637277	
CORRESPONDENCE DATA			
Fax Number:	(781)401-9966		
<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:	7814019988		
Email:	mhw@dc-m.com		
Correspondent Name:	DALY, CROWLEY, MOFFORD & DURKEE, LLP		
Address Line 1:	354A TURNPIKE STREET		
Address Line 2:	SUITE 301A		
Address Line 4:	CANTON, MASSACHUSETTS 02021-2714		
ATTORNEY DOCKET NUMBER:	AATH-017PUS		
NAME OF SUBMITTER:	KERMIT ROBINSON		
SIGNATURE:	/Kermit Robinson/		
DATE SIGNED:	08/11/2014		
Total Attachments: 31			
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CONFIRMATORY ASSIGNMENT

Servomex Group Limited, a company registered in England under company number [IG_5920], and having a place of business at Jarvis Brook, Crowborough, East Sussex, TN6 3FB United Kingdom, did acquire, under Section 2 of a SALE AND PURCHASE AGREEMENT [the AGREEMENT] attached as Appendix B hereto, certain assets of Panalytique Inc., a company registered in Canada under company number [IG_3120] and having a place of business at 4995 Levy Street, St. Laurent, Quebec, H4R 9 Canada, which company was merged into Spectris Canada Inc. by a CERTIFICATE OF AMALGAMATION [the AMALGAMATION] attached as Appendix C hereto as a certified English translation and attached as Appendix D hereto as an original document with signature and with some parts in the French language.

With the present document, Spectris Canada Inc. and Servomex Group Limited wish to confirm the assignment of some particular intellectual properties included in intellectual properties previously transferred from Panalytique Inc. (hereinafter called "ASSIGNOR") to Servomex Group Limited under at least Section 2.1 (e) of the AGREEMENT. This document does not affect the AGREEMENT in any way. Instead, this document confirms the assignment of some of those intellectual properties previously transferred under the AGREEMENT.

Whereas Servomex Group Limited, which, together with its successors and assigns, hereinafter called "ASSIGNEE," is desirous of confirming its title, rights, benefits and privileges hereinafter recited;

Now, therefore, by signature of Nicholas Popper, Director of Spectris Canada Inc., Spectris Canada Inc. does hereby, without reservation:

1. Confirm the assignment, transfer and conveyance from ASSIGNOR to ASSIGNEE the entire right, title and interest in and to intellectual properties listed in Appendix A attached hereto as issued U.S. Letters Patents (hereinafter called "listed issued U.S. Patents"), but also including:

any and all Letters Patent, in whatsoever countries, including all reissues, reexaminations, and extensions of Letters Patent, derived from, or from which was derived, in whole or in part, said listed issued U.S. Patents;

any and all applications for Letters Patent, in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications derived from or from which was derived, in whole or in part, said listed issued U.S. Patents, and said any and all Letters Patent;

any and all provisional applications from which priority is claimed in said listed issued U.S. Patents, in said any and all Letters Patent, and in said any and all applications for Letters Patent; and

every priority right that is or may be predicated upon or arise from said listed issued U.S. Patents, said any and all Letters Patent, said any and all applications for Letters Patent, and said any and all provisional applications;

2. Confirm that ASSIGNEE is authorized to file patent applications, under International Convention, or otherwise; derived from, in whole or in part, said listed issued U.S. Patents, said any and all Letters Patent, said any and all applications for Letters patent, and said any and all provisional

applications, in any or all countries, in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable;

3. Confirm that ASSIGNEE is authorized to request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer said listed issued U.S. Patents, said any and all Letters Patent, said any and all applications for Letters Patent, and said any and all provisional applications to ASSIGNEE, as assignee of the entire right, title and interest therein or otherwise as ASSIGNEE may direct;

4. Warrant that ASSIGNOR has not knowingly conveyed to others any right in any of said listed issued U.S. Patents, in any of said any and all Letters Patent, in any of said any and all applications for Letters Patent, or in any of said any and all provisional applications, or given any license to use the same or to make, use, or sell anything embodying or utilizing any inventions or discoveries embodied therein, and that, at the time of signature of the AGREEMENT, ASSIGNOR had all rights and title to assign, transfer, and convey the same to ASSIGNEE without encumbrance;

5. Bind ASSIGNOR'S legal representatives, assigns, and any successor in interest, as well as ASSIGNOR, to do, upon ASSIGNEE'S request and at ASSIGNEE'S expense, but without additional consideration to ASSIGNOR or ASSIGNEE, all acts reasonably serving to assure that said listed issued U.S. Patents, said any and all Letters Patent, said any and all applications for Letters Patent, said any and all provisional applications, and any inventions or discoveries embodied therein shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by ASSIGNOR, ASSIGNOR's legal representatives, assigns, and any successor in interest as if this assignment had not been made; and particularly, to execute and deliver to ASSIGNEE all lawful application documents including, but not limited to, petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; to communicate to ASSIGNEE all facts known to ASSIGNOR relating to said listed issued U.S. Patents, said any and all Letters Patent, said any and all applications for Letters Patent, said any and all provisional applications, and any inventions or discoveries embodied therein, and the history thereof; and to furnish ASSIGNEE with any and all documents, photographs, models, samples and other physical exhibits in ASSIGNOR'S control or in the control of ASSIGNOR'S legal representatives, assigns, or successors in interest which may be useful for establishing the facts of conceptions, disclosures, and reduction to practice of said listed issued U.S. Patents, said any and all Letters Patent, said any and all applications for Letters Patent, said any and all provisional applications, and any inventions or discoveries embodied therein;

6. Warrant that Nicholas Popper, Director of Spectris Canada Inc., is authorized to act on behalf of, and to bind, Spectris Canada Inc.; and further, ASSIGNEE does:

7. Warrant that James Hobby, Director of Servomex Group Limited, is authorized to act on behalf of, and to bind, ASSIGNEE;

In testimony of which we, Spectris Canada Inc. and ASSIGNEE have each executed this Assignment on the date indicated next to our name(s).

Dated:

9th July 2014


Spectris Canada Inc.

By: Nicholas Popper

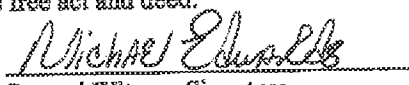
In his capacity as Director of Spectris Canada Inc.

On this 9th day of July, 2014, before me appeared Nicholas Popper,
to me known and known to me to be the person described in and who executed the foregoing
instrument, and he acknowledged the same to be his free act and deed.


First Witness Signature


Judith Twigg
First Witness Printed Name

On this 9 day of July, 2014, before me appeared Nicholas Popper,
to me known and known to me to be the person described in and who executed the foregoing
instrument, and he acknowledged the same to be his free act and deed.

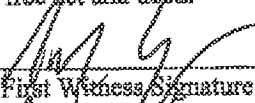

Second Witness Signature

Michael Edwards
Second Witness Printed Name

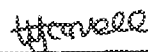
Dated: 2nd July 2014


Servomex Group Limited
By: James Hobby in his capacity as Director
of Servomex Group Limited

On this 2 day of 07, 2014, before me appeared James Hobby,
Day Month Year
to me known and known to me to be the person described in and who executed the foregoing
instrument, and he acknowledged the same to be his free act and deed.


First Witness Signature
Andre Lamontagne
First Witness Printed Name

On this 2 day of 07, 2014, before me appeared James Hobby,
Day Month Year
to me known and known to me to be the person described in and who executed the foregoing
instrument, and he acknowledged the same to be his free act and deed.


Second Witness Signature
ANDREA CARROLL
Second Witness Printed Name

Appendix A

Listed Issued U.S. Patents

Attorney Docket Number	Title	US. Patent Number	U.S. Issue Date
AATH-015PUS	Chromatographic Systems And Methods For Eliminating Interference From Interfering Agents	7,824,471	November 2, 2010
AATH-016PUS	System And Method Of Eliminating Interference For Impurities Measurement In Noble Gases	8,239,171	August 7, 2012
AATH-017PUS	Fluid Sampling Device	6,637,277	October 28, 2003
AATH-018PUS	Chromatographic Methods For Measuring Impurities In A Gas Sample	7,451,634	November 18, 2008
AATH-021PUS	Fluid Sampling System And Method Thereof	7,028,563	April 18, 2006

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APPENDIX B

(4 pages follow)

SALE AND PURCHASE AGREEMENT

This agreement is made the 31st day of December 2010 between Panalytique Inc company number [IQ_3120] whose registered office is at 4995 Levy Street, St. Laurent, QUEBEC H4R 9 (hereinafter called "the Vendor") of the one part and Servomex Group Ltd company number [IQ_5920] (whose registered office is at Jarvis Brook, Crowborough, East Sussex, TN6 3FB, (hereinafter called "the Purchaser") of the other part.

IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

"the Business" means the business carried on by the Vendor of dressing and manufacture of gas analysis equipment

"the Transfer Date" means the opening of business on 31st December 2010

References in this Agreement to patents, trademarks, registered designs and copyright shall be deemed to include analogous rights conferred by countries other than the United Kingdom and the USA, by whatever name such rights may be called.

2. SALE AND PURCHASE

2.1. The Vendor shall sell and the Purchaser shall purchase as a going concern as at and from the Transfer Date free from all liens charges and encumbrances for the price specified in Clause 3 ("the Purchase Price") and upon and subject to the terms and conditions of this Agreement all assets of the Business, tangible or intangible, but excluding any real property of the Vendor, including but not limited to the following:

- (a) all book and other debts due to the Vendor in respect of the Business together with full benefit of all securities for such debts;
- (b) the entire goodwill of the Business, with the exclusive right to carry on the Business as successor to the Vendor;
- (c) the benefit as at the Transfer Date of the Vendor's prepaid expenses in connection with the Business;
- (d) all drawings, plans, specifications, designs, prototypes, models, research data, development data and other technical information and materials of the Business;
- (e) all United Kingdom and overseas patents copyrights and registered designs and applications therefor owned or controlled by the Vendor in respect of the Business;
- (f) all business names, trade marks, trade or brand names owned or controlled by the Vendor in respect of the Business;

- (g) all inventions, discoveries, improvements, processes, formulas, trade secrets, ideas and other know-how whether patentable or not owned by the Vendor in relation to the Business;
- (h) the benefit of all agreements between the Vendor and its suppliers and those between the Vendor and its customers relating to the Business;
- (i) to the extent to which the Vendor is legally able to assign the same all the Vendor's rights against manufacturers and suppliers;
- (j) all other agreements in relation to the Business including licences of know-how and other industrial property rights.

2.2. For the avoidance of doubt the Vendor's right, title and interest in any real property do not form part of the Business and are excluded from the sale and purchase hereunder.

2.3. The Vendor and Purchaser intend and expect that the transfer of the Business in accordance with the terms of this Agreement shall constitute the transfer of a business or part of a business as a going concern within the terms of Article 5 of the Value Added Tax (Special Provisions) Order 1995 (SI 1995 No. 1268) of the United Kingdom so that the sale and purchase of the Business is properly regarded as neither a supply of goods nor a supply of services for the purposes of United Kingdom Value Added Tax.

3. CONSIDERATION

4. COMPLETION

The said sale and purchase shall be completed immediately after the execution of this Agreement and:

- 4.1. The Vendor shall forthwith let the Purchaser into possession of the Business and the assets and rights relating thereto hereby agreed to be sold and
- 4.2. The Vendor shall from time to time hereafter as and when required by the Purchaser execute sign and do at the expense of the Purchaser all such deeds documents assurances acts and things as shall be reasonably required by the Purchaser for vesting in it the said Business hereby agreed to be sold and every part thereof and for giving to the Purchaser the full benefit of this Agreement provided that (i) as from and including the Transfer Date and until such time as the assets hereby agreed to be sold shall be finally vested in the Purchaser as aforesaid the Vendor shall be deemed to have held and to hold the same in trust for and for the benefit of the Purchaser and (ii) as required by the Purchaser the Vendor will execute declarations of trust in favour of the Purchaser and otherwise in respect of any assets specified by the Purchaser hereby agreed to be sold, in such form as the Purchaser may require.

5. LIABILITIES


- 5.1. The Purchaser shall pay satisfy and discharge all liabilities and obligations of the Vendor in respect of the Business, arising on or after the Transfer Date and shall at all times keep the Vendor indemnified against the same and all claims and demands in respect thereof.
- 5.2. At the request of the Purchaser the Vendor shall join with the Purchaser in any request addressed to any third party that the burden as well as the benefit of any licence permission or agreement be transferred from the Vendor to the Purchaser.

6. FURTHER ASSURANCE

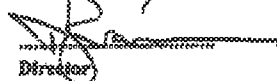
- (a) The Purchaser shall accept without investigation such title as the Vendor has to the assets and rights hereby agreed to be transferred.
- (b) The Purchaser shall subject to the consent of the insurance offices concerned be entitled with effect from the Transfer Date to the benefit of the cover under the current insurances of the assets hereby agreed to be sold and transferred hereunder.

The Parties hereto intending to be legally bound have executed this agreement the day and year first above written.

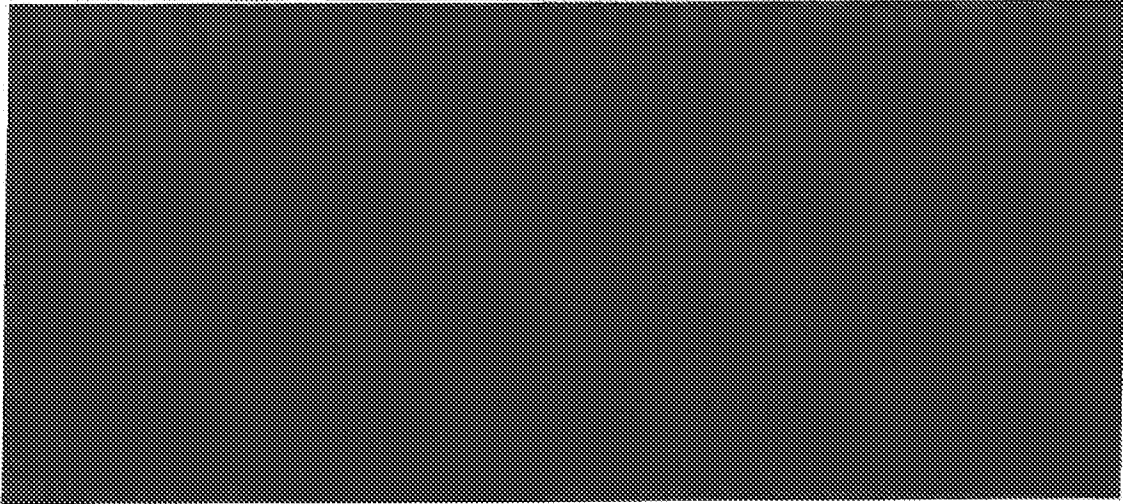
Signed by Daniel Raymond
for and on behalf of Penalytique Inc


Director

Signed by T.J. Brammer
for and on behalf of Servomex
Group Ltd


Director

Sales Agreement
Servomex Group Ltd(Purchaser) and Paralytical Inc. (Vendor)
Assignment of Assets/Liabilities transferred
List of Asset/Liabilities transferred to Purchaser from Vendor at December 31, 2010



APPENDIX C

(10 pages follow)

Declaration

Titre Certificat de Traduction (1169728840)

Source Language: French

Target Language: English

I, the undersigned, translator to Parallel Translation Limited of 17 London Road, Southampton SO18 2AE, United Kingdom, hereby declare that I am conversant with the source and target languages and certify that, to the best of my knowledge and belief, the following is a true translation of the accompanying source document.

Signed this ninth day of May 2014

.....
.....

SONIA MCKHOUSE, MCL, MIT

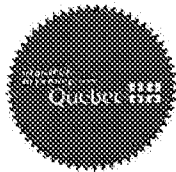


Certificate of Amalgamation

Canada Business Corporations Act (L.R.Q., c. S-31.1)

I hereby declare that the companies referred to in the Articles of Amalgamation amalgamated according to the Business Corporations Act on 01 January 2014 to form a single corporation under the name

SPECTRIS CANADA INC.



Quebec Enterprise Registrar

Registered on 8 January 2014
Quebec Enterprise Number: 1169728640.

Renée Landry
Enterprise Registrar

Revenu Québec
Quebec Revenue Agency

Articles of Amalgamation

Tick as applicable ☒ Ordinary amalgamation ☐ Simplified amalgamation

For simplified articles of amalgamation only

Quebec Enterprise Number									
NEQ	1	2	3	4	5	6	7	8	9

Business Corporations Act, L.R.Q., c. S-31.1

1	Name of the corporation SPECTRIS CANADA INC. Version(s) of the company name in any language other than French, if applicable <input type="checkbox"/> Identification number instead of a name
2	Share capital See the attached Schedule 1 which forms part hereof.
3	Conditions governing conversion and payment of shares in the amalgamating companies, if applicable See the attached Schedule 2 which forms part hereof.
4	Restrictions on the transfer of shares or instruments, if applicable See the attached Schedule 2 which forms part hereof.
5	Number of directors Fixed number _____ or Minimum number 1 Maximum number 5

Sign and return this form with the documents required
and the appropriate payment. Do not send by fax.

For official use only

6 Limits imposed on operations, if applicable
N/A

7 Other provisions, if applicable
See the attached Schedule 2 which forms part hereof.

8 Date and time for the certificate, if applicable
Date: 20140101 Time: 1:00:00
Hours Minutes

9 Amalgamating companies

Company name	Quebec Enterprise Number (NEQ)	Name of director or authorized officer	Signature of director or authorized officer
Arbre Bleu Données sans fil Inc. Blue Tree Wireless Data Inc.	1164787971	Daniel Raymond	[Signature]
Environnement Omega Inc./ Omega Environmental Inc.	1144951812	James R. Dale	[Signature]
PANalytique Inc./ PANalytical Inc.	1160910304	Daniel Raymond	[Signature]
BTG Amériques Inc./ BTG Americas Inc.	1144639854	Daniel Raymond	[Signature]

If more space is required, attach an appendix, indicate the section and number the pages, if applicable.

10TD 22 49488468

RE-501 (2012-07)

Declaration

Declaration relating to name

Name of corporation:
SPECTRIS CANADA INC.

I, the
undersigned,


Daniel Raymond

First name and surname of the authorized representative (one of the parties signing the articles of amalgamation),

hereby declare that all reasonable steps have been taken in order to ensure that the name
chosen complies with the law, and that I am the party authorised to sign this declaration.

[Signature]

Signature of the authorized representative (one of the parties signing the articles of amalgamation)

 10TE ZZ 49488469

SCHEDULE 1
to the articles of amalgamation of
SPECTRIS CANADA INC.
(the Corporation)

The Corporation is authorized to issue an unlimited number of Class A shares, Class B shares and Class C shares, all without par value. The rights and restrictions attaching to each class of shares are as follows :

1. CLASS A SHARES

1.1 **DIVIDENDS.** Subject to the prior rights of the holders of the Class B and Class C shares, the holders of record of Class A shares shall be entitled to receive any dividend declared thereon by the directors of the Corporation, in the amount and at the time determined by a resolution of the Board of directors.

1.2 **LIQUIDATION.** In the event of the liquidation or dissolution of the Corporation or other distribution of assets of the Corporation amongst its shareholders for the purpose of winding up its affairs, after the holders of the Class B and the holders of the Class C have received the amounts they are entitled to receive in accordance with the rights established herein, the holders of Class A shares shall be entitled to share, equally and rateably, the remaining assets and funds of the Corporation.

1.3 **VOTING.** The holders of Class A shares shall be entitled to receive notice of, and to attend and vote at all meetings of shareholders of the Corporation, other than meetings where only the holders of a specific class of shares are entitled to vote, and shall have on a poll one (1) vote in respect of each outstanding Class A share held by them.

2. CLASS B SHARES

2.1 **DIVIDENDS.** The holders of record of the Class B shares shall, subject as hereinafter provided, be entitled to receive, prior to the holders of any other class of shares, in each fiscal year of the Corporation if and when declared by the directors of the Corporation, fixed non-cumulative preferential dividends at the rate of 5% of the redemption price, as determined by the directors of the Corporation, as defined hereinafter, per share per annum, and no more.

No dividend shall at any time be declared and paid or set apart for payment in any fiscal year of the Corporation on any other class of shares, unless dividends at the rate of 5% of the redemption price per share per annum, as determined by the directors of the Corporation, on all of the then outstanding Class B shares, have been declared and paid or set apart for payment during such fiscal year.

All dividends declared on the Class B shares or on any other class of shares shall be payable at such times and in such amounts and at such place or places as the directors of the Corporation may from time to time determine.

2.2 **REDEMPTION.** Subject to the laws governing the Corporation, the Corporation shall have the right, at its option, to redeem at any time all, or from time to time any, of the Class B shares then outstanding upon giving notice as hereinafter provided, on payment of (i) the redemption price for each Class B share, consisting of the amount paid for each Class B share, plus (ii) an amount equal to any dividends declared thereon and remaining unpaid.

The Corporation shall, at least 15 days prior to the date fixed for redemption, give notice in writing to each person who, at the date of the giving of such notice, is a holder of any of the shares so to be redeemed of the intention of the Corporation to redeem the same. Such notice shall be given by sending it by prepaid registered mail addressed to or delivered personally to the shareholder at the latest address of such holder as shown in the records of the Corporation or its transfer agent or, in the event of the address of any such shareholder not so appearing, then to the latest known address of such holder; such notice shall set out the date on which the redemption is to take place and the place or places fixed for payment of the redemption price and, in the case of partial redemption, the number of shares to be redeemed held by the person to whom the notice is addressed. If notice of redemption be given as aforesaid and an amount sufficient to redeem the shares called for redemption be deposited with the Corporation's bankers, or in any other place or places specified by the notice, on or before the date fixed for redemption, the holders of such shares shall after the date fixed for redemption have no rights in or against the Corporation and no other rights except to receive payment of such redemption price out of the moneys so deposited, on presentation and surrender of the certificates representing such shares so called for redemption, if share certificates had been issued for such shares.

In the case of partial redemption, the Class B shares to be redeemed shall be selected, as nearly as may be, *pro rata* from among the holders of all the then outstanding Class B shares.

2.3 PURCHASE AT OPTION OF HOLDER. Subject to the laws governing the Corporation, the Corporation shall, if requested by any holder of Class B shares, purchase such number of Class B shares held by such holder as such holder shall request to be purchased at the redemption price thereof hereinbefore stated. Payment of the purchase price for the Class B shares so to be purchased, plus an amount equal to any dividends declared thereon and remaining unpaid, shall be made by the Corporation to such holder upon surrender by such holder to the Corporation of the share certificates representing such Class B shares, if share certificates had been issued for such shares.

2.4 LIQUIDATION. In the event of the liquidation or dissolution of the Corporation or other distribution of assets of the Corporation among shareholders for the purpose of winding up its affairs, no sum shall be paid to nor shall any assets be distributed among the holders of any other class of shares, until there shall have been paid to the holders of the Class B shares an amount per share equal to the redemption price thereof hereinbefore stated, plus any dividends declared thereon and remaining unpaid, and the holders of the Class B shares shall be entitled to be paid equally and rateably all such moneys out of the assets of the Corporation by preference over and in priority to the holders of any other class of shares.

2.5 VOTING. The holders of the Class B shares shall not have any right to receive notice of or to attend or vote at meetings of shareholders of the Corporation.

3. CLASS C SHARES

3.1 DIVIDENDS. The holders of record of the Class C shares shall, subject as hereinafter provided, be entitled to receive, prior to the holders of any other class of shares, except for the holders of Class B shares, in each fiscal year of the Corporation if and when declared by the directors of the Corporation, fixed non-cumulative preferential dividends at the rate of 5% of the redemption price, as determined by the directors of the Corporation, as defined hereinafter, per share per annum, and no more.

No dividend shall at any time be declared and paid or set apart for payment in any fiscal year of the Corporation on any other class of shares, other than the Class B shares, unless dividends at the rate of 5% of the redemption price per share per annum, as determined by the directors of the Corporation, on all of the then outstanding Class C shares, have been declared and paid or set apart for payment during such fiscal year.

All dividends declared on the Class C shares or on any other class of shares shall be payable at such times and in such amounts and at such place or places as the directors of the Corporation may from time to time determine.

3.2 REDEMPTION. Subject to the laws governing the Corporation, the Corporation shall have the right, at its option, to redeem at any time all, or from time to time any, of the Class C shares then outstanding upon giving notice as hereinafter provided, on payment of (i) the redemption price for each Class C share, consisting of an amount equal to the capital added to the issued and paid-up share capital account for such shares, plus a premium equal to the difference between a) the fair market value of the consideration received by the Corporation for the issuance of the Class C shares that are to be redeemed, and b) the total formed by 1) the capital added to the issued and paid-up share capital account for such shares, and 2) the fair market value of any property, other than a share of that class given by the Corporation in payment of such consideration, divided by the total number of Class C shares issued therefore, subject to the adjustments provided for hereinafter, plus (ii) an amount equal to any dividends declared thereon and remaining unpaid. Said premium shall be determined by the directors of the Corporation at the issuance of such Class C shares.

The Corporation shall, at least 15 days prior to the date fixed for redemption, give notice in writing to each person who, at the date of the giving of such notice, is a holder of any of the shares so to be redeemed of the intention of the Corporation to redeem the same. Such notice shall be given by sending it by prepaid registered mail addressed to or delivered personally to the shareholder at the latest address of such holder as shown in the records of the Corporation or its transfer agent or, in the event of the address of any such shareholder not so appearing, then to the latest known address of such holder; such notice shall set out the date on which the redemption is to take place and the place or places fixed for payment of the redemption price and, in the case of partial redemption, the number of shares to be redeemed held by the person to whom the notice is addressed. If notice of redemption be given as aforesaid and an amount sufficient to redeem the shares called for redemption be deposited with the Corporation's bankers, or in any other place or places specified by the notice, on or before the date fixed for redemption, the holders of such shares shall after the date fixed for redemption have no rights in or against the Corporation and no other rights except to receive payment of such redemption price out of the moneys so deposited, on presentation and surrender of the certificates representing such shares so called for redemption, if share certificates had been issued for such shares.

In the case of partial redemption, the Class C shares to be redeemed shall be selected, as nearly as may be, *pro rata* from among the holders of all the then outstanding Class C shares.

3.3 PURCHASE AT OPTION OF HOLDER. Subject to the laws governing the Corporation, the Corporation shall, if requested by any holder of Class C shares, purchase such number of Class C shares held by such holder as such holder shall request to be purchased at the redemption price thereof hereinafter stated. Payment of the purchase price for the Class C shares so to be purchased, plus an amount equal to any dividends declared thereon and remaining unpaid, shall be made by the Corporation to such holder upon surrender by such holder to the Corporation of the share certificates representing such Class C shares, if share certificates had been issued for such shares.

3.4 ADJUSTMENT OF THE REDEMPTION PRICE. In the event that the taxation authorities determine the fair market value, on the date of receipt by the Corporation, of the consideration received by it for the issue of the Class C shares to be different from that determined by the directors of the Corporation, and if the Corporation concurs with the determination of the taxation authorities of the fair market value of the consideration as at that date, the redemption price of each of the Class C shares shall be automatically adjusted *nunc pro tunc* to conform to the determination made by the taxation authorities. If the Corporation does not concur therewith, such redemption price shall be automatically adjusted *nunc pro tunc* to conform to the final determination of the fair market value of the said consideration made by a court or tribunal of competent jurisdiction and after all delays to appeal such judgment have expired.

If such adjustment results in an increase in the redemption price of each Class C share, the Corporation shall forthwith remit to each holder of Class C shares an amount equal to such increase.

multipled by the number of Class C shares of such holder theretofore redeemed by the Corporation or purchased by the Corporation pursuant to the provisions of Paragraph 3.3 hereof.

If such adjustment results in a decrease in the redemption price of each Class C share, each holder of Class C shares shall pay forthwith to the Corporation, on its demand, an amount equal to such decrease multiplied by the number of Class C shares of such holder theretofore redeemed by the Corporation or purchased by the Corporation pursuant to the provisions of Paragraph 3.3 hereof.

3.5 LIQUIDATION. In the event of the liquidation or dissolution of the Corporation or other distribution of assets of the Corporation among shareholders for the purpose of winding up its affairs, no sum shall be paid to nor shall any assets be distributed among the holders of any other class of shares, other than the holders of Class B shares, until there shall have been paid to the holders of the Class C shares an amount per share equal to the redemption price thereof hereinbefore stated, plus any dividends declared thereon and remaining unpaid, and the holders of the Class C shares shall be entitled to be paid equally and rateably all such moneys out of the assets of the Corporation by preference over and in priority to the holders of any other class of shares, except for the holders of Class B shares.

3.6 VOTING. The holders of the Class C shares shall not have any right to receive notice of or to attend or vote at meetings of shareholders of the Corporation.

4. RESTRICTION

4.1 DIVIDENDS. No dividend shall be declared or paid on any class of shares if such declaration has for effect that the net assets of the Corporation become insufficient to redeem the shares of any class of shares at their redemption price.

* * * *

SCHEDULE 2

to the articles of amalgamation of

SPECTRIS CANADA INC.
(the Corporation)

Restrictions on the transfer of shares or instruments

1. The shares of the Corporation shall not be transferred without the consent of either (i) the directors evidenced by a resolution passed or signed by them and contained in the records of the Corporation or (ii) the holders of a majority of votes attached to the outstanding voting shares of the share capital of the Corporation.
2. Securities of the Corporation, other than shares and non-convertible debt securities, shall not be transferred without compliance with the restrictions on transfer contained in the applicable securityholders' agreement or, absent any such restrictions, shall not be transferred without the consent of the directors of the Corporation, evidenced by a resolution passed or signed by them and contained in the records of the Corporation.

Other provisions

3. Whenever the articles of the Corporation provide for a minimum and a maximum number of directors, the number between such minimum and maximum may be determined by the directors, by resolution, from time to time.
4. Any annual meeting of the shareholders may be held at a place outside Québec.
5. (a) The 162 Class A shares of Arbre bleu données sans fil inc. / Blue Tree Wireless Data Inc. held by Spectris Group Holdings Limited which are issued and outstanding immediately prior to the amalgamation date shall be converted on and from that date into 16,266,462 Class A shares of the Corporation;
(b) The 1,000 Class A Common shares of Environnement Omega Inc. / Omega Environmental Inc. held by Spectris Group Holdings Limited which are issued and outstanding immediately prior to the amalgamation date shall be converted on and from that date into 1,000 Class A shares of the Corporation;
(c) The 5,000,001 Class A Common shares of PANalytique Inc. / PANalytical Inc. held by Spectris Group Holdings Limited which are issued and outstanding immediately prior to the amalgamation date shall be converted on and from that date into 5,000,001 Class A shares of the Corporation;
(d) The 50,600 Class A shares of BTG Amériques inc. / BTG Americas Inc. held by Spectris Group Holdings Limited which are issued and outstanding immediately prior to the amalgamation date shall be converted on and from that date into 50,600 Class A shares of the Corporation;
(e) The 450,000 Class C shares of BTG Amériques inc. / BTG Americas Inc. held by Spectris Group Holdings Limited which are issued and outstanding immediately prior to the amalgamation date shall be converted on and from that date into 450,000 Class A shares of the Corporation;

APPENDIX D

(9 pages follow)



REZ-103 (2012-11)

Certificat de fusion

Loi sur les sociétés par actions (L.R.Q., c. S-31.1)

J'atteste que les sociétés mentionnées dans les statuts de fusion ont fusionné en vertu de la Loi sur les sociétés par actions le 01 janvier 2014 en une seule société par actions sous le nom

SPECTRIS CANADA INC.



Déposé au registre le 8 janvier 2014 sous le
numéro d'entreprise du Québec 1188728840.

1/2014


Registraire des entreprises

Revenu Québec

Statuts de fusion

Pour les statuts de fusion simplifiée
seulement.

Cochez la case appropriée

☒ Fusion ordinaire

☐ Fusion simplifiée

Numéro d'entreprise du Québec

NEQ 1 1

Loi sur les sociétés par actions, L.R.Q., c. S-31.1

1 Nom de la société par actions

SPECTRIS CANADA INC.

Version(s) du nom de la société dans une autre langue que le français, s'il y a lieu

☐ Désignation numérique pour tenir lieu d'un nom

2 Capital-actions

See the attached Schedule 1 which forms part hereof.

3 Modalités de conversion et de paiement des actions des sociétés fusionnantes, s'il y a lieu

See the attached Schedule 2 which forms part hereof.

4 Restrictions sur le transfert des titres ou des actions, s'il y a lieu

See the attached Schedule 2 which forms part hereof.

5 Nombre d'administrateurs

Nombre fixe _____ ou Nombre minimal 1
Nombre maximal 5

Signez et retournez ce formulaire accompagné des documents exigés
et du paiement requis. Ne pas télécopier.

Réserve à l'administration

Revenu Québec

10TC ZZ 49488467

NA

See the attached Schedule 2 which forms part hereof.

Date 20140101

Heure 11 heures minutes[illegible]

107D ZZ 49488468

RE-501 (2012-07)

Déclaration

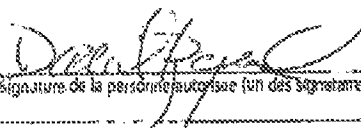



Déclaration relative au nom

Nom de la société par actions :
SPECTRIS CANADA INC.

Je, soussigné(e), Daniel Raymond
Prénom et nom de famille de la personne autorisée (un des signataires des statuts de fusion)

déclare que des moyens raisonnables ont été pris afin de s'assurer que le nom choisi est conforme à la loi, et que je suis la personne autorisée à signer la présente déclaration.


Signature de la personne autorisée (un des signataires des statuts de fusion)

 10TE 22 49488469

SCHEDULE 1

to the articles of amalgamation of

SPECTRIS CANADA INC. (the Corporation)

The Corporation is authorized to issue an unlimited number of Class A shares, Class B shares and Class C shares, all without par value. The rights and restrictions attaching to each class of shares are as follows :

1. CLASS A SHARES

1.1 **DIVIDENDS.** Subject to the prior rights of the holders of the Class B and Class C shares, the holders of record of Class A shares shall be entitled to receive any dividend declared thereon by the directors of the Corporation, in the amount and at the time determined by a resolution of the Board of directors.

1.2 **LIQUIDATION.** In the event of the liquidation or dissolution of the Corporation or other distribution of assets of the Corporation amongst its shareholders for the purpose of winding up its affairs, after the holders of the Class B and the holders of the Class C have received the amounts they are entitled to receive in accordance with the rights established herein, the holders of Class A shares shall be entitled to share, equally and rateably, the remaining assets and funds of the Corporation.

1.3 **VOTING.** The holders of Class A shares shall be entitled to receive notice of, and to attend and vote at all meetings of shareholders of the Corporation, other than meetings where only the holders of a specific class of shares are entitled to vote, and shall have on a poll one (1) vote in respect of each outstanding Class A share held by them.

2. CLASS B SHARES

2.1 **DIVIDENDS.** The holders of record of the Class B shares shall, subject as hereinafter provided, be entitled to receive, prior to the holders of any other class of shares, in each fiscal year of the Corporation if and when declared by the directors of the Corporation, fixed non-cumulative preferential dividends at the rate of 5% of the redemption price, as determined by the directors of the Corporation, as defined hereinafter, per share per annum, and no more.

No dividend shall at any time be declared and paid or set apart for payment in any fiscal year of the Corporation on any other class of shares, unless dividends at the rate of 5% of the redemption price per share per annum, as determined by the directors of the Corporation, on all of the then outstanding Class B shares, have been declared and paid or set apart for payment during such fiscal year.

All dividends declared on the Class B shares or on any other class of shares shall be payable at such times and in such amounts and at such place or places as the directors of the Corporation may from time to time determine.

2.2 **REDEMPTION.** Subject to the laws governing the Corporation, the Corporation shall have the right, at its option, to redeem at any time all, or from time to time any, of the Class B shares then outstanding upon giving notice as hereinafter provided, on payment of (i) the redemption price for each Class B share, consisting of the amount paid for each Class B share, plus (ii) an amount equal to any dividends declared thereon and remaining unpaid.

The Corporation shall, at least 15 days prior to the date fixed for redemption, give notice in writing to each person who, at the date of the giving of such notice, is a holder of any of the shares so to be redeemed of the intention of the Corporation to redeem the same. Such notice shall be given by sending it by prepaid registered mail addressed to or delivered personally to the shareholder at the latest address of such holder as shown in the records of the Corporation or its transfer agent or, in the event of the address of any such shareholder not so appearing, then to the latest known address of such holder; such notice shall set out the date on which the redemption is to take place and the place or places fixed for payment of the redemption price and, in the case of partial redemption, the number of shares to be redeemed held by the person to whom the notice is addressed. If notice of redemption be given as aforesaid and an amount sufficient to redeem the shares called for redemption be deposited with the Corporation's bankers, or in any other place or places specified by the notice, on or before the date fixed for redemption, the holders of such shares shall after the date fixed for redemption have no rights in or against the Corporation and no other rights except to receive payment of such redemption price out of the moneys so deposited, on presentation and surrender of the certificates representing such shares so called for redemption, if share certificates had been issued for such shares.

In the case of partial redemption, the Class B shares to be redeemed shall be selected, as nearly as may be, *pro rata* from among the holders of all the then outstanding Class B shares.

2.3 PURCHASE AT OPTION OF HOLDER. Subject to the laws governing the Corporation, the Corporation shall, if requested by any holder of Class B shares, purchase such number of Class B shares held by such holder as such holder shall request to be purchased at the redemption price thereof hereinbefore stated. Payment of the purchase price for the Class B shares so to be purchased, plus an amount equal to any dividends declared thereon and remaining unpaid, shall be made by the Corporation to such holder upon surrender by such holder to the Corporation of the share certificates representing such Class B shares, if share certificates had been issued for such shares.

2.4 LIQUIDATION. In the event of the liquidation or dissolution of the Corporation or other distribution of assets of the Corporation among shareholders for the purpose of winding up its affairs, no sum shall be paid to nor shall any assets be distributed among the holders of any other class of shares, until there shall have been paid to the holders of the Class B shares an amount per share equal to the redemption price thereof hereinbefore stated, plus any dividends declared thereon and remaining unpaid, and the holders of the Class B shares shall be entitled to be paid equally and rateably all such moneys out of the assets of the Corporation by preference over and in priority to the holders of any other class of shares.

2.5 VOTING. The holders of the Class B shares shall not have any right to receive notice of or to attend or vote at meetings of shareholders of the Corporation.

3. CLASS C SHARES

3.1 DIVIDENDS. The holders of record of the Class C shares shall, subject as hereinafter provided, be entitled to receive, prior to the holders of any other class of shares, except for the holders of Class B shares, in each fiscal year of the Corporation if and when declared by the directors of the Corporation, fixed non-cumulative preferential dividends at the rate of 5% of the redemption price, as determined by the directors of the Corporation, as defined hereinafter, per share per annum, and no more.

No dividend shall at any time be declared and paid or set apart for payment in any fiscal year of the Corporation on any other class of shares, other than the Class B shares, unless dividends at the rate of 5% of the redemption price per share per annum, as determined by the directors of the Corporation, on all of the then outstanding Class C shares, have been declared and paid or set apart for payment during such fiscal year.

All dividends declared on the Class C shares or on any other class of shares shall be payable at such times and in such amounts and at such place or places as the directors of the Corporation may from time to time determine.

3.2 REDEMPTION. Subject to the laws governing the Corporation, the Corporation shall have the right, at its option, to redeem at any time all, or from time to time any, of the Class C shares then outstanding upon giving notice as hereinafter provided, on payment of (i) the redemption price for each Class C share, consisting of an amount equal to the capital added to the issued and paid-up share capital account for such shares, plus a premium equal to the difference between a) the fair market value of the consideration received by the Corporation for the issuance of the Class C shares that are to be redeemed, and b) the total formed by 1) the capital added to the issued and paid-up share capital account for such shares, and 2) the fair market value of any property, other than a share of that class given by the Corporation in payment of such consideration, divided by the total number of Class C shares issued therefore, subject to the adjustments provided for hereinafter, plus (ii) an amount equal to any dividends declared thereon and remaining unpaid. Said premium shall be determined by the directors of the Corporation at the issuance of such Class C shares.

The Corporation shall, at least 15 days prior to the date fixed for redemption, give notice in writing to each person who, at the date of the giving of such notice, is a holder of any of the shares so to be redeemed of the intention of the Corporation to redeem the same. Such notice shall be given by sending it by prepaid registered mail addressed to or delivered personally to the shareholder at the latest address of such holder as shown in the records of the Corporation or its transfer agent or, in the event of the address of any such shareholder not so appearing, then to the latest known address of such holder; such notice shall set out the date on which the redemption is to take place and the place or places fixed for payment of the redemption price and, in the case of partial redemption, the number of shares to be redeemed held by the person to whom the notice is addressed. If notice of redemption be given as aforesaid and an amount sufficient to redeem the shares called for redemption be deposited with the Corporation's bankers, or in any other place or places specified by the notice, on or before the date fixed for redemption, the holders of such shares shall after the date fixed for redemption have no rights in or against the Corporation and no other rights except to receive payment of such redemption price out of the moneys so deposited, on presentation and surrender of the certificates representing such shares so called for redemption, if share certificates had been issued for such shares.

In the case of partial redemption, the Class C shares to be redeemed shall be selected, as nearly as may be, *pro rata* from among the holders of all the then outstanding Class C shares.

3.3 PURCHASE AT OPTION OF HOLDER. Subject to the laws governing the Corporation, the Corporation shall, if requested by any holder of Class C shares, purchase such number of Class C shares held by such holder as such holder shall request to be purchased at the redemption price thereof hereinbefore stated. Payment of the purchase price for the Class C shares so to be purchased, plus an amount equal to any dividends declared thereon and remaining unpaid, shall be made by the Corporation to such holder upon surrender by such holder to the Corporation of the share certificates representing such Class C shares, if share certificates had been issued for such shares.

3.4 ADJUSTMENT OF THE REDEMPTION PRICE. In the event that the taxation authorities determine the fair market value, on the date of receipt by the Corporation, of the consideration received by it for the issue of the Class C shares to be different from that determined by the directors of the Corporation, and if the Corporation concurs with the determination of the taxation authorities of the fair market value of the consideration as at that date, the redemption price of each of the Class C shares shall be automatically adjusted *nunc pro tunc* to conform to the determination made by the taxation authorities. If the Corporation does not concur therewith, such redemption price shall be automatically adjusted *nunc pro tunc* to conform to the final determination of the fair market value of the said consideration made by a court or tribunal of competent jurisdiction and after all delays to appeal such judgment have expired.

If such adjustment results in an increase in the redemption price of each Class C share, the Corporation shall forthwith remit to each holder of Class C shares an amount equal to such increase

multipled by the number of Class C shares of such holder theretofore redeemed by the Corporation or purchased by the Corporation pursuant to the provisions of Paragraph 3.3 hereof.

If such adjustment results in a decrease in the redemption price of each Class C share, each holder of Class C shares shall pay forthwith to the Corporation, on its demand, an amount equal to such decrease multiplied by the number of Class C shares of such holder theretofore redeemed by the Corporation or purchased by the Corporation pursuant to the provisions of Paragraph 3.3 hereof.

3.5 LIQUIDATION. In the event of the liquidation or dissolution of the Corporation or other distribution of assets of the Corporation among shareholders for the purpose of winding up its affairs, no sum shall be paid to nor shall any assets be distributed among the holders of any other class of shares, other than the holders of Class B shares, until there shall have been paid to the holders of the Class C shares an amount per share equal to the redemption price thereof hereinbefore stated, plus any dividends declared thereon and remaining unpaid, and the holders of the Class C shares shall be entitled to be paid equally and rateably all such moneys out of the assets of the Corporation by preference over and in priority to the holders of any other class of shares, except for the holders of Class B shares.

3.6 VOTING. The holders of the Class C shares shall not have any right to receive notice of or to attend or vote at meetings of shareholders of the Corporation.

4. RESTRICTION

4.1 DIVIDENDS. No dividend shall be declared or paid on any class of shares if such declaration has for effect that the net assets of the Corporation become insufficient to redeem the shares of any class of shares at their redemption price.

SCHEDULE 2

to the articles of amalgamation of

SPECTRIS CANADA INC. (the Corporation)

Restrictions on the transfer of shares or instruments

1. The shares of the Corporation shall not be transferred without the consent of either (i) the directors evidenced by a resolution passed or signed by them and contained in the records of the Corporation or (ii) the holders of a majority of votes attached to the outstanding voting shares of the share capital of the Corporation.
2. Securities of the Corporation, other than shares and non-convertible debt securities, shall not be transferred without compliance with the restrictions on transfer contained in the applicable securityholders' agreement or, absent any such restrictions, shall not be transferred without the consent of the directors of the Corporation, evidenced by a resolution passed or signed by them and contained in the records of the Corporation.

Other provisions

3. Whenever the articles of the Corporation provide for a minimum and a maximum number of directors, the number between such minimum and maximum may be determined by the directors, by resolution, from time to time.
4. Any annual meeting of the shareholders may be held at a place outside Québec.
5.
 - (a) The 152 Class A shares of Arbre bleu données sans fil inc. / Blue Tree Wireless Data inc. held by Spectris Group Holdings Limited which are issued and outstanding immediately prior to the amalgamation date shall be converted on and from that date into 16,266,482 Class A shares of the Corporation;
 - (b) The 1,000 Class A Common shares of Environnement Omega inc. / Omega Environmental inc. held by Spectris Group Holdings Limited which are issued and outstanding immediately prior to the amalgamation date shall be converted on and from that date into 1,000 Class A shares of the Corporation;
 - (c) The 5,000,001 Class A Common shares of PANalytique inc. / PANalytical inc. held by Spectris Group Holdings Limited which are issued and outstanding immediately prior to the amalgamation date shall be converted on and from that date into 5,000,001 Class A shares of the Corporation;
 - (d) The 50,600 Class A shares of BTG Amériques inc. / BTG Americas Inc. held by Spectris Group Holdings Limited which are issued and outstanding immediately prior to the amalgamation date shall be converted on and from that date into 50,600 Class A shares of the Corporation;
 - (e) The 450,000 Class C shares of BTG Amériques inc. / BTG Americas Inc. held by Spectris Group Holdings Limited which are issued and outstanding immediately prior to the amalgamation date shall be converted on and from that date into 450,000 Class A shares of the Corporation;
