

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3235303

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PCD-PROCESS CHALLENGE DEVICES, LLC	10/15/2014
RECEIVING PARTY DATA	
Name:	MESA LABORATORIES, INC.
Street Address:	12100 WEST SIXTH AVENUE
City:	LAKEWOOD
State/Country:	COLORADO
Postal Code:	80228
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5942408
Patent Number:	6653096
Application Number:	13783844
CORRESPONDENCE DATA	
Fax Number:	(703)684-8206
<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:	7036846885
Email:	tbreiner@bbpatlaw.com
Correspondent Name:	THEODORE A. BREINER
Address Line 1:	115 NORTH HENRY STREET
Address Line 4:	ALEXANDRIA, VIRGINIA 22314-2903
NAME OF SUBMITTER:	THEODORE A. BREINER
SIGNATURE:	/Theodore A. Breiner/
DATE SIGNED:	02/20/2015
Total Attachments: 7	
source=Exhibit F Patent Assignment#page1.tif	
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EXHIBIT F

ASSIGNMENT OF ALL INTELLECTUAL PROPERTY ASSETS

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), effective the 15th day of October, 2014, is made and entered into by and between PCD-PROCESS CHALLENGE DEVICES, LLC, a California limited liability company with its principal place of business at 2383 Bering Drive, San Jose, CA 95131 ("Assignor"), and MESA LABORATORIES, INC., a Colorado corporation with its principal place of business at 12100 West Sixth Avenue, Lakewood, CO 80228 ("Assignee") (each a "Party" and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Acquisition Agreement (defined below).

WITNESSETH:

WHEREAS, Assignor is the owner of the patents and patent applications set forth on Schedule A hereto (the "Patents"); and

WHEREAS, Assignor and Assignee entered into that certain Asset Acquisition Agreement dated as the date hereof (the "Asset Acquisition Agreement"), pursuant to which Assignee agreed to purchase certain assets of the Assignor, including but not limited to the Patents.

NOW, THEREFORE, for the consideration set forth in the Asset Acquisition Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Patents, international, national or regional phase applications claiming priority therefrom, divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, all inventions disclosed therein, all rights therein provided by international treaties and conventions, and any patents, utility models, invention registrations or any other form of legal protection issuing therefrom, and the right to sue for past, present and future infringement thereof.

2. Representations and Warranties. Assignor represents and warrants that (i) Assignor owns the entire right, title and interest in and to the Patents; (ii) all registrations for the Patents are currently valid and subsisting and in full force and effect; (iii) Assignor has the authority necessary to enter into this Assignment and the execution and delivery of this Assignment has been duly and validly authorized; and (iv) execution of this Assignment and performance of the Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of the Assignor's Articles of Organization or Operating Agreement.

3. Recording of Assignment. Assignor authorizes and requests the Commissioner of Patents and Trademarks in the United States to record Assignee as assignee and owner of the Patents for the sole use and enjoyment of Assignee, its successors and assigns.

4. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary to record and perfect the interest of Assignee in and to the Patents, and shall not enter into any agreement in conflict with this Assignment. Upon said consideration, Assignor hereby agrees to cooperate with Assignee and render all necessary assistance to the extent such assistance is capable of being performed solely by Assignor in enforcing any rights or choses in action accruing as a result of the Patents

to the extent that Assignee enjoys the full rights under the Patents. After the Effective Date, Assignor agrees to make no further use of the Patents, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees not to challenge Assignee's use or ownership, or the validity, of the Patents.

5. Severability. Any provision of this Assignment that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Assignment in such jurisdiction or rendering that or any other provision of this Assignment invalid, illegal or unenforceable in any other jurisdiction.

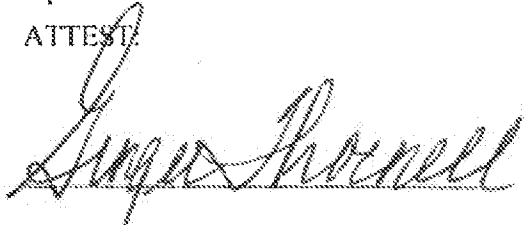
6. Governing Law. Local and state courts situated within Jefferson County, Colorado, and the federal district court situate within Denver, Colorado shall have exclusive jurisdiction with respect to matters arising out of or related to this Agreement unless disputes arising from or related to the Agreement are brought forth by Mesa in which case the Agreement shall be interpreted and enforced in accordance with California law, and the federal and state courts in Santa Clara County, California shall have exclusive jurisdiction. The parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement, or any judgment entered by any court of competent jurisdiction in respect hereof brought in such court as provided herein, and further irrevocably waive any claim that any suit, action or proceeding brought in accordance herewith has been brought in an inconvenient forum.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

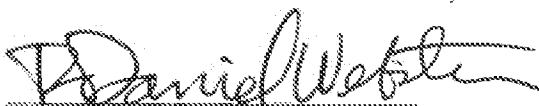
(remainder of page intentionally left blank; signatures on following page)

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representatives.


ATTEST:


Ginger Hornell


ASSIGNOR:
PCD-PROCESS CHALLENGE DEVICES, LLC

By: 
Daniel Webster
Member

Date: 10/15/2014


Ginger Hornell

PCD-PROCESS CHALLENGE DEVICES, LLC

By: 
Dennis Christensen
Member

Date: 10/15/2014


Ginger Hornell

ASSIGNEE:
MESA LABORATORIES, INC.

By: 
John J. Sullivan
President and Chief Executive Officer

Date: 15-Oct-2014

(Signature Page to Assignment of Intellectual Property - Patent Assignment, Exhibit F)

ALL PURPOSE ACKNOWLEDGMENT

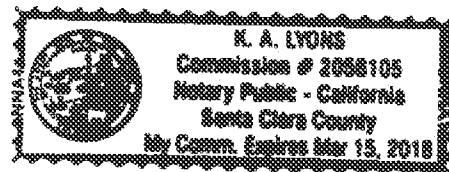
State of California)
County of Santa Clara)

On Oct. 15, 2014, before me, K.A. Lyons personally appeared R. DANIEL WEBSTER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. A. Lyons (Seal)



ALL PURPOSE ACKNOWLEDGMENT

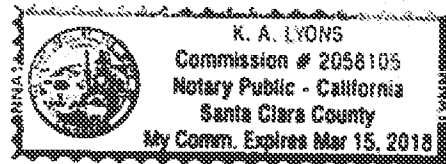
State of California)
County of Santa Clara)

On Oct. 15, 2014, before me, K. A. Lyons personally appeared DENNIS CHRISTENSEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. A. Lyons (Seal)



ALL PURPOSE ACKNOWLEDGMENT

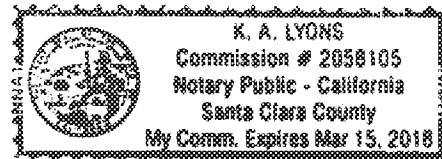
State of California)
County of Santa Clara)

On Oct. 15, 2014, before me, K. A. Lyons personally appeared JOHN J. SULLIVAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. A. Lyons (Seal)



Schedule A

U.S. Application No./U.S. Patent No.

U.S. Patent No. 5,942,408, issued on August 24, 1999, entitled "Process Challenge Device And Method";

U.S. Patent No. 6,653,096, issued November 25, 2003, entitled "Process Challenge Device And Method"; and

U.S. Patent Application No. 2013/0230910 A1, published September 5, 2013 entitled "Apparatus And Method For Process Challenge Devices."