503438066 08/14/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3484690

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------------|----------------|
| FLUKE ELECTRONICS CORPORATION | 08/13/2015 |

RECEIVING PARTY DATA

| Name: | AIRMAGNET, INC. | |
|-----------------|--------------------|--|
| Street Address: | 310 LITTLETON ROAD | |
| City: | WESTFORD | |
| State/Country: | MASSACHUSETTS | |
| Postal Code: | 01886 | |

PROPERTY NUMBERS Total: 6

| Property Type | Number |
|----------------|---------|
| Patent Number: | 6144721 |
| Patent Number: | 6763108 |
| Patent Number: | 5867483 |
| Patent Number: | 6147998 |
| Patent Number: | 6058102 |
| Patent Number: | 7599308 |

CORRESPONDENCE DATA

Fax Number: (212)735-2000

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.

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Email: sara.mooney@skadden.com

Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Address Line 1: FOUR TIMES SQUARE REBECCA RODAL

Address Line 4: NEW YORK, NEW YORK 10036

| ATTORNEY DOCKET NUMBER: | 184990/1 |
|-------------------------|-----------------|
| NAME OF SUBMITTER: | REBECCA RODAL |
| SIGNATURE: | /rebecca rodal/ |
| DATE SIGNED: | 08/14/2015 |

PATENT 503438066 REEL: 036333 FRAME: 0355

Total Attachments: 5

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (the "<u>Assignment</u>"), dated as of August 13, 2015, is by and between Fluke Electronics Corporation, a Delaware corporation ("<u>Assignor</u>") and AirMagnet, Inc., a California corporation ("<u>Assignee</u>") (each, a "<u>Party</u>" and collectively, the "<u>Parties</u>"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Contribution Agreement or Separation and Distribution Agreement (each as defined herein below).

WHEREAS, pursuant to that certain Separation and Distribution Agreement by and between Danaher Corporation ("Danaher") and Potomac Holding LLC ("Newco"), dated as of October 12, 2014 (the "Separation and Distribution Agreement"), Danaher agreed to assign to Newco or one or more Newco Subs the Communications Assets and all of Danaher's and its applicable Subsidiaries' (including Assignor's) right, title and interest in, to and under the Communications Assets;

WHEREAS, pursuant to that certain Contribution Agreement between Assignor and Assignee, dated as of July 6, 2015 (the "Contribution Agreement"), Assignor contributed to Assignee, and Assignee accepted, all of the Assets, including all of Assignor's right, title, and interest in and to the patents set forth on Schedule A hereto (collectively, the "Assigned Patents"); and

WHEREAS, the Parties now seek to enter into this Assignment in order to confirm and evidence the sale, conveyance, assignment, and transfer to Assignee of all of Assignor's right, title, and interest in and to the Assigned Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Conveyance</u>. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to (i) the Assigned Patents and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, and (ii) all benefits, privileges, causes of action, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof, (c) grant licenses or other interests therein, and (d) any rights of priority in the Assigned Patents, including any international applications filed under the Patent Cooperation Treaty.
- 2. <u>Recordation</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Patents, and to issue any and all Assigned Patents to Assignee, as assignee of

Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Patents.

- 3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein, including: (a) the preparation and prosecution by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.
- 4. <u>No Modification</u>. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the Contribution Agreement or the Separation and Distribution Agreement.
- 5. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 6. <u>Counterparts</u>. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.
- 7. <u>Descriptive Headings</u>. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- 8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the courts located in the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

FLUKE ELECTRONICS CORPORATION

By:

Name: James O'Reilly
Title: Vice President and Secretary

[Signature Page to Patent Assignment - Fluke Electronics Corporation]

Acknowledged and Accepted:

ASSIGNEE:

AIRMAGNET, INC.

By: Name: Jean/Bya

Title: Chief Financial Officer and Treasurer

[Signature Page to Patent Assignment – Fluke Electronics Corporation]

SCHEDULE A TO PATENT ASSIGNMENT

| Title | App. No. | App Date | Reg. No. | Reg. Date | Owner |
|---------------------------------------|------------|-------------|----------|-------------|-------------------|
| Apparatus and Method for Line Pair | 08/778,816 | 3-Jan-1997 | 6144721 | 7-Nov-2000 | Fluke Electronics |
| Testing and Fault Diagnostics | | | | | Corporation |
| Apparatus and Method for Line Pair | 09/707,138 | 6-Nov-2000 | 6763108 | 13-Jul-2004 | Fluke Electronics |
| Testing and Fault Diagnostics | | | | | Corporation |
| Method and Apparatus for | 08/746,416 | 12-Nov-1996 | 5867483 | 2-Feb-1999 | Fluke Electronics |
| Measurement of Peak Throughput in | | | | | Corporation |
| Packetized Data Networks | | | | | |
| Method and Apparatus for Performing | 08/992,755 | 17-Dec-1997 | 6147998 | 14-Nov-2000 | Fluke Electronics |
| In-Service Quality of Service Testing | | | | | Corporation |
| Method and Apparatus for Performing | 09/187,611 | 6-Nov-1998 | 6058102 | 2-May-2000 | Fluke Electronics |
| Service Level Analysis of | | | | | Corporation |
| Communications Network Performance | | | | | |
| Metrics | | | | | |
| Methods and Apparatus for Identifying | 11/217,477 | 2-Sep-2005 | 7599308 | 6-Oct-2009 | Fluke Electronics |
| Chronic Performance Problems on Data | | | | | Corporation |
| Networks | | | | | |

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RECORDED: 08/14/2015