504235526 02/20/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4282203

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
COGNEX TECHNOLOGY AND INVESTMENT LLC	07/06/2015

RECEIVING PARTY DATA

Name:	AMETEK, INC.
Street Address:	1100 CASSATT ROAD
City:	BERWYN
State/Country:	PENNSYLVANIA
Postal Code:	19312

PROPERTY NUMBERS Total: 2

Property Type	Number		
Patent Number:	6914679		
Patent Number:	7297969		

CORRESPONDENCE DATA

Fax Number: (610)407-0401

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.

Phone: 610-407-0700

Email: mcapreri@ratnerprestia.com

Correspondent Name: STEPHEN J. WEED

Address Line 1: 2200 RENAISSANCE BLVD., SUITE 350
Address Line 4: KING OF PRUSSIA, PENNSYLVANIA 19406

ATTORNEY DOCKET NUMBER:	AMTS-901
NAME OF SUBMITTER:	STEPHEN J. WEED
SIGNATURE: /Stephen J. Weed; Reg. No. 45,202/	
DATE SIGNED:	02/20/2017

Total Attachments: 5

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PATENT 504235526 REEL: 041302 FRAME: 0462

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of July 6, 2015, is made by Cognex Technology and Investment LLC, a California limited liability company, having a usual place of business at One Vision Drive, Natick, Massachusetts 01760 ("Seller"), in favor of AMETEK, Inc., a Delaware corporation, having a usual place of business at 1100 Cassatt Road, Berwyn, Pennsylvania 19312-1177 ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of June 5, 2015, by and between Seller and Buyer (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Patents"):
- (a) the patents and patent applications set forth in <u>Schedule 1</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing, or otherwise corresponding to 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, 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.

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- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Patents to Buyer, or any assignee or successor thereto.
- and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent 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 Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent 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 Patent 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 Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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PATENT REEL: 041302 FRAME: 0464 IN WITNESS WHEREOF, the parties have duly executed and delivered this Patent Assignment as of the date first written above.

SELLER:

COGNEX TECHNOLOGY AND INVESTMENT LLC

Name: Richard A. Morin Its: Vice President

AGREED TO AND ACCEPTED:

BUYER:

AMETEK, INC.

By:

Name: Robert S. Feit

Its:

Senior Vice President and

General Counsel

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

PATENT REEL: 041302 FRAME: 0465 IN WITNESS WHEREOF, the parties have duly executed and delivered this Patent Assignment as of the date first written above.

SELLER:

COGNEX TECHNOLOGY AND INVESTMENT LLC

Its:

Vice President

AGREED TO AND ACCEPTED:

BUYER:

AMETEK, INC.

By:

Name: Robert S. Feit

Its:

Senior Vice President and

General Counsel

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

PATENT REEL: 041302 FRAME: 0466

SCHEDULE 1 PATENTS

Patent Number	<u>Title</u>	File Date	Issue Date
6914679	Side Light Apparatus and Method	12/18/2001	7/5/2005
7297969	Web Marking and Inspection System	6/9/2003	11/20/2007

[SCHEDULE 1 TO PATENT ASSIGNMENT AGREEMENT]

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PATENT

REEL: 041302 FRAME: 0467