

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5291706

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INITIAL STATE TECHNOLOGIES	12/19/2018
RECEIVING PARTY DATA	
Name:	TEKTRONIX, INC
Street Address:	14150 SW KARL BRAUN DRIVE
Internal Address:	P.O. BOX 500, M/S 50-LAW
City:	BEAVERTON
State/Country:	OREGON
Postal Code:	97077
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9405651
Patent Number:	9405755
Patent Number:	9405610
Application Number:	15226732
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	lexy.christner@tektronix.com
Correspondent Name:	TEKTRONIX, INC.
Address Line 1:	14150 SW KARL BRAUN DRIVE
Address Line 2:	P.O. BOX 500, M/S 50-LAW
Address Line 4:	BEAVERTON, OREGON 97077
NAME OF SUBMITTER:	SARAH CHRISTNER
SIGNATURE:	/Sarah Christner/
DATE SIGNED:	12/19/2018
Total Attachments: 3	
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INTELLECTUAL PROPERTY ASSIGNMENT

The Assignor, Initial State Technologies, Inc., a corporation organized and existing under the laws of the state of Tennessee, and having a principal place of business at 9623 Portofino Drive, Brentwood, TN 37027 ("Assignor") has delivered this instrument ("Assignment") signed by the Assignor to enable the Assignee, Tektronix, Inc., a corporation organized and existing under the laws of the state of Oregon, and having a principal place of business at 14150 SW Karl Braun Dr., Beaverton, OR 97077 ("Assignee") to file it with any appropriate governmental agency to indicate ownership of the intellectual property described below and for the other purposes set forth in this instrument.

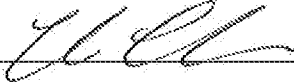
1. **Assignment.** For good and valuable consideration, receipt of which the Assignee acknowledges, and by signing and delivering this instrument, the Assignor sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title, and interest in and to the following:
 - a. All issued patents and applications for patents specifically attached below in Exhibit A (collectively, the "Patents"); and
 - i. Any parent patent applications, continuations, continuations-in-part, divisionals, country equivalents, or any other further application based in whole or in part on any of the Patents, and any patent rights relating thereto (including utility patents, design patents, utility models and inventors' certificates) whether in the United States or anywhere in the world;
 - ii. All rights to use, license, and otherwise exploit the Patents;
 - iii. All income, royalties, damages, and payments hereunder due or payable to the Assignor with respect to the Patents, including without limitation unpaid damages and payments for past, present, and future infringements of any of the Patents;
 - iv. All rights in and under the Patents to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this Assignment; and
 - v. All rights to sue and recover damages and payments for past, present, and future infringements or other violation of any of the Patents, including the right to fully and entirely replace the Assignor in all related matters.
2. **Representations and Warranties.** Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Property; the Property is free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Property does not infringe the intellectual property rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Property.
3. **Indemnification.** Assignor agrees to indemnify and hold Assignee harmless from and against any claims arising from breach or alleged breach of its representations, warranties, and obligations set forth herein.

4. **Further Assurances.** Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Property and the vesting of complete and exclusive ownership of the property in Assignee.
5. **Binding on Successors.** This Assignment will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.
6. **Governing Law and Jurisdiction.** This Assignment will be governed by, and construed in accordance with, the laws of the state of Oregon without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Assignment, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts in Washington County, Oregon.
7. **Amendment and Waiver.** This Assignment may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Assignment will not operate or be construed as a waiver of any subsequent breach.
8. **Severability.** If any provision of this Assignment is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Assignment.
9. **Entire Agreement.** This Assignment is the entire agreement concerning the subject matter hereof.

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed by its duly authorized representatives on the respective dates entered below.

Assignor

Initial State Technologies, Inc.

By: 

Printed Name: MICHAEL NELSON

Title: CHIEF IP COUNSEL

Date: DEC 19, 2018

Assignee

Tektronix, Inc.

By: 

Printed Name: MICHAEL NELSON

Title: CHIEF IP COUNSEL

Date: DEC 19, 2018

EXHIBIT A

Atty Docket No.	Application No.	Filing Date	Patent No.	Issue Date
12050-US0	14/045,731	10/3/2013	9,405,651	8/2/2016
12050-US1	14/340,011	7/24/2014	9,405,755	8/2/2016
12050-US2	14/802,947	7/17/2015	9,405,610	8/2/2016
12051-US0	15/226,732	8/2/2016		