

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metrix Instrument Co., L.P.		05/15/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	BK Vibro America Inc		
Street Address:	2243 Park Place, Suite A		
City:	Minden		
State/Country:	NEVADA		
Postal Code:	89423		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4129381	SETPOINT	
Registration Number:	4180099	SETPOINT	
CORRESPONDENCE DATA			
Fax Number:	4153742499		
<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:	+1 415 374 2300		
Email:	HLUSDocketing@hoganlovells.com		
Correspondent Name:	Jaes R. Cady of Hogan Lovells US LLP		
Address Line 1:	3 Embarcadero Center, Suite 1500		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	James R. Cady		
SIGNATURE:	/JRCady/		
DATE SIGNED:	10/23/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (the "Assignment"), dated as of **May 15, 2017**, is by and between Metrix Instrument Co., L.P., a Delaware limited partnership ("Assignor") in favor of BK Vibro America Inc, a Delaware corporation, ("Assignee").

WHEREAS, Assignee is the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement, dated as of the date hereof, by and among Roper Technologies, Inc., Assignee and, solely for purposes of Article XI thereto, Spectris, Inc., a Delaware corporation (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, on the date hereof Assignor is selling, assigning, transferring and delivering to Assignee, among other assets, certain intellectual property of Assignor listed on the attached Schedules A and B (the "Assigned IP"), and is executing and delivering this Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Asset Purchase Agreement, Assignor sells, assigns, transfers and delivers to Assignee, and Assignee purchases, acquires and accepts from Assignor, all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Assignment of Patents. Effective as of date hereof, and pursuant to the Asset Purchase Agreement, Assignor sells, assigns, transfers and delivers to Assignee, and Assignee purchases, acquires and accepts from Assignor all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the

underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the “Assigned Patents”).

3. Successors. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective personal representatives, successors and permitted assigns. This Assignment shall not confer any legal or equitable rights or remedies upon any Person, other than Assignor and Assignee and their respective successors and permitted assigns.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the internal laws of the State of Delaware (*i.e.*, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware).
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
6. Amendment/Waiver. No amendment or waiver of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignee and the Assignors.

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IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

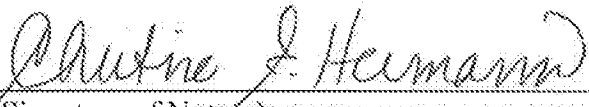
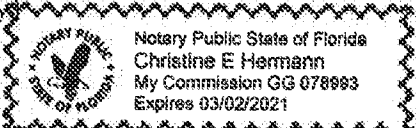
ASSIGNOR

By: 
Its: Corporate Secretary
Date: May , 2017

STATE OF Florida)
) ss.
COUNTY OF Sarasota)

Before me, the undersigned authority, on this 15th day of May, 2017, personally appeared John K. Slipanich known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Christine E. Hermann
Notary Public


(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE

By: Oscar Almeida

Its: DIRECTOR

Date: May 4, 2017

STATE OF Massachusetts)
) ss.
COUNTY OF Worcester)

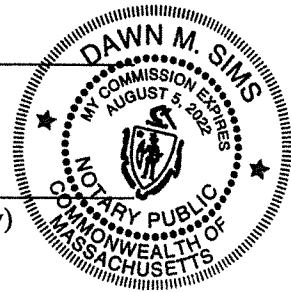
Before me, the undersigned authority, on this 4th day of May, 2017, personally appeared Oscar Almeida known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

Dawn M. Sims

Notary Public

(Dawn M. Sims)
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)



Schedule A-Trademarks

Jurisdiction	Mark	Application Number	Registration Number	Registration Date	Owner Name
US	SETPOINT	85/152,725	4,129,381	April 17, 2012	Metrix Instrument Co., LP
US	SETPOINT (Design Words) +	85/155,758	4,180,099	July 24, 2012	Metrix Instrument Co., LP
China	SETPOINT (Design Words) +	9352647	9352647	August 14, 2012	Metrix Instrument Co., LP
Community Trademark	SETPOINT (Design Words) +	009900259	009900259	September 21, 2011	Metrix Instrument Co., LP

Schedule B-Patents

Jurisdiction	Registration/Serial Number	Title	Registration/Filing Date	Owner Name
US	9,323,766	DATA COLLECTION DEVICE AND METHOD	Mar 14, 2014	METRIX INSTRUMENT CO., LP
US	15/223,093	SYSTEM FOR DYNAMIC MONITORING OF A MACHINE	Jul 29, 2016	METRIX INSTRUMENT CO., LP