

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MicroStrain, Incorporated		09/14/2012	CORPORATION: VERMONT

RECEIVING PARTY DATA

Name:	Lord Corporation
Street Address:	111 Lord Drive
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27511
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2688771	MICRO SENSORS. BIG IDEAS.
Registration Number:	2709430	FAS-G
Registration Number:	2709431	FAS-A
Registration Number:	2709432	3DM
Registration Number:	3233464	DEMOD-DC
Registration Number:	2711436	3DM-G
Registration Number:	2711435	STRAINLINK
Registration Number:	3362024	3DM-GX2
Registration Number:	3401638	MICROSTRAIN
Registration Number:	3401377	NODE COMMANDER
Registration Number:	3401637	LITTLE SENSORS, BIG IDEAS.
Registration Number:	3427855	3DM-DH
Registration Number:	3448938	EMBEDSENSE
Registration Number:	3454924	RHT-LINK

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Registration Number:	1849811	DVRT
Registration Number:	1855573	AIFP
Registration Number:	1860743	MICROSTRAIN
Registration Number:	2930901	STRAIN WIZARD
Registration Number:	2933231	MICROSTRAIN
Registration Number:	3601948	WSDA
Registration Number:	3001852	V-LINK
Registration Number:	3001853	G-LINK
Registration Number:	3001851	3DM-GX1
Registration Number:	3004282	SG-LINK
Registration Number:	3701407	3DM-GX3
Registration Number:	3027718	TC-LINK
Registration Number:	3760643	BOLT-LINK
Registration Number:	3760432	HS-LINK
Registration Number:	3087583	INERTIA-LINK
Registration Number:	3991056	SENSORCLOUD
Registration Number:	4045417	EH-LINK
Registration Number:	4133966	MXRS
Serial Number:	85331353	SPORTSCLOUD
Serial Number:	85533701	MATHENGINE
Serial Number:	85624473	LXRS

CORRESPONDENCE DATA

Fax Number: 9194695226
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 919-342-2050
Email: todd.galinski@lord.com
Correspondent Name: Todd W. Galinski
Address Line 1: 111 Lord Drive
Address Line 4: Cary, NORTH CAROLINA 27511

NAME OF SUBMITTER:	Todd W. Galinski
Signature:	/Todd W. Galinski/
Date:	10/03/2013

Total Attachments: 8
source=130914 Bill of Sale (Redacted)#page1.tif

TRADEMARK
REEL: 005123 FRAME: 0603

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BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is effective as of September 14, 2012, between MICROSTRAIN, INCORPORATED, a Vermont corporation ("Seller"), and LORD CORPORATION, a Pennsylvania corporation ("Buyer").

RECITALS

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of August 16, 2012 (the "Agreement"), providing, among other things, for the sale by Seller and the purchase by Buyer of the Purchased Assets constituting all assets, rights and properties of Seller, whether tangible or intangible, real, personal or mixed, wherever located, and whether or not carried and reflected on the books of Seller related to, used (or held for use) or employed in connection with or for the purpose of the operation or conduct of the Business, as further set forth in the Agreement and listed on Exhibit A hereto; and

WHEREAS, in order to effectuate the sale and purchase of the Purchased Assets as aforesaid, Seller and Buyer are executing and delivering this Bill of Sale;

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby act and agree as follows:

1. Conveyance of Purchased Assets. Seller hereby sells, conveys, transfers, assigns and delivers unto Buyer and its successors and assigns, all of the rights, title and interests of Seller in and to the Purchased Assets as defined in the Agreement and as further set forth and listed on Exhibit A hereto. Seller and Buyer agree that this sale and assignment of the Purchased Assets is subject to the terms and conditions of the Agreement and shall not be deemed to limit, enlarge or extinguish any obligation of Seller or Buyer under the Agreement.
2. Excluded Assets. It is specifically understood and agreed that this Bill of Sale and the term "Purchased Assets" as used herein do not cover or include the Excluded Assets as set forth in the Agreement.
3. Defined Terms. All capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement.
4. Counterparts. This Bill of Sale may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one Bill of Sale.
5. Further Assurances. From time to time, as and when reasonably requested by Buyer or Seller, the other party shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes of this Bill of Sale.
6. Third Parties. Nothing in this Bill of Sale, express or implied, is intended to confer upon any third party any rights or remedies.
7. Governing Law. This Bill of Sale shall be governed by, interpreted and construed, and all claims and disputes, whether in tort, contract or otherwise be resolved in accordance with the substantive laws

of the State of New York, excluding any conflicts of law rule or principle that might refer same to another jurisdiction.

8. Successors and Assigns. This Bill of Sale shall bind Seller and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

9. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this Bill of Sale were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

EXECUTED effective as of the date first written above.

SELLER:

MICROSTRAIN, INCORPORATED,
a Vermont corporation

By: 

Name: Steven W. Arms

Title: President

BUYER:

LORD CORPORATION,
a Pennsylvania corporation

By: 

Name: Sharon A. Williams

Title: Sr. Vice President

EXHIBIT A

The Purchased Assets includes all of those assets, properties and rights of Seller that are related to, used (or held for use) or employed in connection with or for the purpose of the operation or conduct of the Business, including without limitation the following assets and properties, both tangible and intangible. Terms used herein but not defined herein shall have the meanings generally ascribed to these terms by the Uniform Commercial Code of the State of Vermont (the "UCC").

The Purchased Assets includes all rights, title and interest in the Seller's Goods, Products, Services, Inventory (including work-in progress and finished goods), Intellectual Property and Intellectual Property Rights, Fixtures, Capital Equipment, Computer Equipment, Contracts and Contract Rights, Instruments (including Promissory Notes of third parties), Accounts (including all accounts receivable, whether billed or unbilled, and rights to payment for goods sold or leased or for services rendered, all sums of money or other proceeds due or becoming due thereon, all instruments pertaining thereto, all guarantees and security therefor, and the Debtor's rights pertaining to and interest in such goods, including the right of stoppage in transit, replevin or reclamation; all chattel paper; all insurance proceeds; all other rights and claims to the payment of money, under contracts or otherwise; and all other property constituting "accounts" as such term is defined in the UCC); Commercial Tort Claims against third parties, including all rights of prosecution and enforcement against third parties; and any and all Additions, Accessions and attachments to and of the foregoing and any Substitutions, Replacements, Proceeds (including, without limitation, insurance proceeds), Products and supporting obligations of the foregoing; all machinery, equipment, tools, furniture, office equipment, computers and information technology hardware (and peripherals and the appurtenant assets thereto, such as manuals, accessories and spare parts), in Seller's possession or control, supplies, materials, and other items of tangible personal property of every kind owned or leased by Seller, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto; software and computer programs set forth on Schedule 1.1(a)(iv) to the Purchase Agreement; all rights of Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof related to the Assets or the operation of the Business; all claims of Seller against third parties relating to the Purchased Assets or the Assumed Liabilities or the Business, whether choate or inchoate, known or unknown, contingent or noncontingent; all assignable or transferable Permits relating to the Purchased Assets or the Business; originals, or where not available, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer service histories, price lists, distribution lists, supplier lists, customer data, quality control records and procedures, customer complaints and inquiry files, research files, records and data (including all correspondence with any Governmental Authority and past or current subcontractor), sales material and records, strategic plans, internal financial statements, marketing and promotional surveys, and material and research, relating to the Purchased Assets or the Business; Goodwill associated with the Business and the Purchased Assets; Documents; Commodity Accounts; Letter-of-Credit Rights; Chattel Paper; Commercial Tort Claims; Payment Intangibles; all other tangible and intangible assets and property of Seller that are related to the Business which are not identified as Excluded Assets.

The foregoing Intellectual Property relating to the Business shall include all the intellectual property licensed to, owned or developed by the Seller relating to the Business, including all (A) patents, patent applications, patent disclosures and all related continuation, continuations-in-part, divisional, reissue, reexamination, utility model, certificate of invention and design patents, patent applications, registrations and applications for registrations, (B) trademarks, service marks, trade dress, Internet domain names, logos, trade names and corporate names and registrations and applications for registration thereof; (C) copyrights and

registrations and applications for registration thereof; (D) mask works and registrations and applications for registration thereof; (E) computer software, algorithms, methodologies, flow charts, logic diagrams, data and documentation; (F) inventions, trade secrets and confidential business information, whether patentable or non-patentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information; (G) other proprietary rights relating to any of the foregoing (including remedies against infringements thereof and rights of protection of interest therein under the laws of all jurisdictions); and (H) copies and tangible embodiments thereof; (I) all source and object code for all software; and (L) and all rights of prosecution, enforcement, maintenance and defense for the foregoing tangible and intangible property.


"Patents" means all of the following in which Seller now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, including those set forth on Schedule I, hereto; (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (f) rights to sue for past, present and future infringements of any patent.

"Copyrights" means all of the following now owned or hereafter acquired or created (as a work for hire for the benefit of Seller) by Seller or in which Seller now holds or hereafter acquires or receives any right or interest, in whole or in part: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions thereof; (d) any registrations to be issued in any pending applications, and shall include any right or interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (as a work for hire for the benefit of Seller) or acquired by Seller, in whole or in part; (e) prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (g) rights to sue for past, present and future infringements of any copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

"Trademarks" means any of the following in which Seller now holds or hereafter acquires any interest: (a) any trademarks, tradenames, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, including those set forth on Schedule II, hereto (collectively, the "Marks"); (b) any reissues, extensions or renewals thereof; (c) the goodwill of the business symbolized by or associated with the Marks; (d) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (e) rights to sue for past, present and future infringements of the Marks.

SCHEDULE II

TRADEMARKS

MicroStrain, Inc. Worldwide Trademark Registrations/Applications As of August 3, 2012							
Mark	Country	Appl. No. Appl. Date	Reg. No. Reg. Date	Class(es)	Case Status	Next Deadline Date	What Is Due
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MICRO SENSORS, BIG IDEAS.	United States	78111709 2/28/2002	2688771 2/18/2003	9	Registered	2/18/2013	Renewal
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FAS-G	United States	78110193 2/21/2002	2709430 4/22/2003	9	Registered	4/22/2013	Renewal
FAS-A	United States	78110198 2/21/2002	2709431 4/22/2003	9	Registered	4/22/2013	Renewal
3DM	United States	78110203 2/21/2002	2709432 4/22/2003	9	Registered	4/22/2013	Renewal
DEM0D-DC	United States	78921714 7/2/2006	3233464 4/24/2007	9	Registered	4/24/2013	Use Affidavit
3DM-G	United States	78110210 2/21/2002	2711436 4/29/2003	9	Registered	4/29/2013	Renewal
STRAINLINK	United States	78110188 2/21/2002	2711435 4/29/2003	9	Registered	4/29/2013	Renewal
3DM-GX2	United States	77160834 4/19/2007	3362024 1/1/2008	9	Registered	1/1/2014	Use Affidavit
 MicroStrain	United States	77264434 8/26/2007	3401638 3/25/2008		Registered	3/25/2014	Use Affidavit
N0DE COMMANDER	United States	77234904 7/20/2007	3401377 3/25/2008	9	Registered	3/25/2014	Use Affidavit
LITTLE SENSORS, BIG IDEAS.	United States	77264431 8/26/2007	3401637 3/25/2008	9	Registered	3/25/2014	Use Affidavit
3DM-DH	United States	77171080 5/2/2007	3427855 5/13/2008	9	Registered	5/13/2014	Use Affidavit
EMBEDSENSE	United States	77305899 10/17/2007	3448938 6/17/2008	9	Registered	6/17/2014	Use Affidavit
RHT-LINK	United States	77171660 5/3/2007	3454924 6/24/2008	9	Registered	6/24/2014	Use Affidavit
DVRT	United States	74403521 6/17/1993	1849811 8/16/1994	9	Registered	8/16/2014	Renewal
AIFP	United States	74409747 7/1/1993	1855573 9/27/2004	9	Registered	9/27/2014	Renewal
MICROSTRAIN	United States	74403520 6/17/1993	1860743 11/1/1994	9	Registered	11/1/2014	Renewal
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

STRAIN WIZARD	United States	78380331 3/8/2004	2930901 3/8/2005	9	Registered	3/8/2015	Renewal
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MICROSTRAIN	United States	78380003 3/8/2004	2933231 3/15/2005	9	Registered	3/15/2015	Renewal
WSDA	United States	77555959 8/26/2008	3601948 4/7/2009		Registered	4/7/2015	Use Affidavit
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
V-LINK	United States	78469711 8/18/2004	3001852 9/27/2005	9	Registered	9/27/2015	Renewal
G-LINK	United States	78469728 8/18/2004	3001853 9/27/2005	9	Registered	9/27/2015	Renewal
3DM-GXI	United States	78469702 8/18/2004	3001851 9/27/2005	9	Registered	9/27/2011	Use Affidavit
SG-LINK	United States	78469743 8/18/2004	3004282 10/4/2005	9	Registered	10/4/2015	Renewal
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3DM-GX3	United States	77709630 4/8/2009	3701407 10/27/2009	9	Registered	10/27/2015	Use Affidavit
TC-LINK	United States	78469782 8/18/2004	3027718 12/13/2005	9	Registered	12/13/2015	Renewal
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BOLT-LINK	United States	77788975 7/24/2009	3760643 3/16/2010	9	Registered	3/16/2016	Use Affidavit
HS-LINK	United States	77770474 6/29/2009	3760432 3/16/2010	9	Registered	3/16/2016	Use Affidavit
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
INERTIA-LINK	United States	78630403 5/16/2005	3087583 5/2/2006	9	Registered	5/2/2016	Renewal
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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SensorCloud

	United States	85034460 5/10/2010	3991056 7/5/2011	42	Registered	7/5/2017	Use Affidavit
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
BH-LINK	United States	85284000 4/1/2011	4045417 10/25/2011	9	Registered	10/25/2017	Use Affidavit
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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MXRS	United States	85204839 12/23/2010	4133966 5/1/2012	9	Registered	5/1/2018	Use Affidavit
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SPORTSCLOUD	United States	85331353 5/26/2011		42	Application Pending		
MATHENGINE	United States	85533701 2/3/2012		42	Application Pending		
LXRS	United States	85624473— 5/14/2012		9	Application Pending		

Bill of Sale