

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307350

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Delaware Capital Formation, Inc.		11/22/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	LTX-Credence Corporation
<b>Street Address:</b>	825 University Avenue
<b>City:</b>	Norwood
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02062
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	0916181	POGO
Registration Number:	1351509	BIASING-BALL
Registration Number:	1467094	FASTITE
Registration Number:	1608864	TTI TESTRON
Registration Number:	2553252	BANTAM PAK
Registration Number:	2571852	BANTAM
Registration Number:	2680883	MINI-MITE
Registration Number:	2738808	DURAPAK
Registration Number:	3068926	ELIMINATOR
Registration Number:	3167563	ECT
Registration Number:	3167564	ECT
Registration Number:	3538480	VALITRON
Registration Number:	3807010	ZIP
Serial Number:	85925778	LASERWIRE

**CORRESPONDENCE DATA**

Fax Number: 6265778800

*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: 626-795-9900

**TRADEMARK**

OP \$365.00 0916181

**Email:** pto@cph.com  
**Correspondent Name:** Gregory S. Lampert  
**Address Line 1:** P.O. Box 29001  
**Address Line 4:** Glendale, CALIFORNIA 91209-9001

**ATTORNEY DOCKET NUMBER:** E87:10 GSL

**NAME OF SUBMITTER:** Teri M. Sinclair

**SIGNATURE:** /Teri M. Sinclair/

**DATE SIGNED:** 06/11/2014

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of December 1, 2013, is by and between Delaware Capital Formation, Inc., a Delaware corporation, located at 501 Silver Side Road, Suite 5, Wilmington, Delaware 19809 ("Assignor"), to LTX-Credence Corporation, a Massachusetts corporation, located at 825 University Avenue, Norwood, Massachusetts ("Assignee").

WHEREAS, Assignor is the owner of certain trademark applications and registrations listed on the attached Schedule A (the "Assigned Trademarks");

WHEREAS, the Assignor's affiliate and Assignee have entered into a Master Purchase and Sale Agreement of even date herewith ("Purchase Agreement") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned Trademarks; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee has acquired all right, title and interest in and to the Assigned Trademarks, and the parties wish to record such acquisition in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other 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. Effective as of the date hereof, and pursuant to the Purchase Agreement, certain Affiliates of the Assignor have transferred their businesses to which the Assigned Trademarks relate to the Assignee and the Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of the 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 Assigned 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.

2. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademarks issues, and (ii) in all other respects, including as to validity (except for trademarks issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

3. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

4. Miscellaneous. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

5. Further Assurances. Assignor agrees at Assignee's expense to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee, to effectuate this Assignment.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

ASSIGNOR

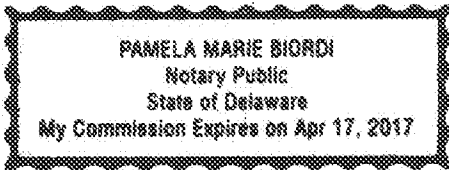
DELAWARE CAPITAL FORMATION, INC.

By: Amy E Ward  
Name: Amy E. Ward  
Title: President, Treasurer and Assistant Secretary

By: \_\_\_\_\_  
Name: Ivonne M. Cabrera  
Title: Vice President and Secretary

On this 22<sup>nd</sup> day of November, 2013, before me, the undersigned notary public, personally appeared Amy WARD, proved to me through satisfactory evidence of identification, which was DL License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]



Pamela Biondi  
Notary Public  
My commission expires: 4-17-2017

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

ASSIGNOR

DELAWARE CAPITAL FORMATION, INC.

By: \_\_\_\_\_  
Name: Amy E. Ward  
Title: President, Treasurer and Assistant Secretary

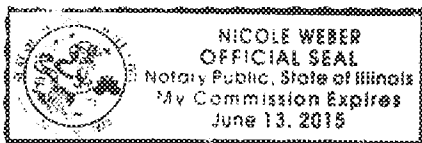
By: Ivonne M. Cabrera  
Name: Ivonne M. Cabrera  
Title: Vice President and Secretary

On this 22 day of November, 2013, before me, the undersigned notary public, personally appeared Ivonne M. Cabrera, proved to me through satisfactory evidence of identification, which was drivers license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]

Nicole Weber  
Notary Public

My commission expires: June 13, 2015



[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 005300 FRAME: 0878**

**Schedule A  
Assignment of Trademark**

COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE	SERIAL NUMBER	FILING DATE	MARK
United States	2571852	21-May-02	75-711658	21-May-99	BANTAM
United Kingdom	2214278	07-Jul-00	2214278	15-Nov-99	BANTAM
Taiwan	930664	16-Feb-01	88057311	18-Nov-99	Bantam
Japan	4831504	07-Jan-05	2002-042399	23-May-02	BANTAM
European	1382779	20-Dec-00	1382779	12-Nov-99	BANTAM
United States	2553252	26-Mar-02	75-711660	21-May-99	BANTAM PAK
United Kingdom	2214276	30-Jun-00	2214276	15-Nov-99	BANTAM PAK
Taiwan	936054	16-Mar-01	88057310	18-Nov-99	Bantam Pak
European	1383116	11-Dec-00	1383116	12-Nov-99	BANTAM PAK
Germany	1090880	28-Apr-86	P 32837 9WZ	21-Jun-85	BIASING BALL
France	1312722	14-Jun-85	747531	14-Jun-85	BIASING BALL
United States	1351509	30-Jul-85	73-518861	23-Jan-85	BIASING-BALL
China	3208411	14-Oct-03	3208411	12-Jun-02	DuraPak
Canada	TMA320636	14-Nov-86	0544107	20-Jun-85	BIASING-BALL
United States	2738808	15-Jul-03	76-401873	30-Apr-02	DURAPAK
Taiwan	1043345	16-May-03	17226	02-May-02	DURAPAK
Japan	4651696	07-Mar-03	2002-037770	09-May-02	DURAPAK
Canada	TMA651714	27-Oct-05	1139359	30-Apr-02	DURAPAK
Taiwan	01197346	16-Feb-06	94014990	01-Apr-05	ECT
Singapore	T05/04594E	18-Oct-05	T05/04594E	29-Mar-05	ECT
Singapore	T05/04592I	26-Jul-05	T05/04592I	29-Mar-05	ECT
Hong Kong			not yet filed		ECT
China	4634094	21-Dec-08	4634094	29-Apr-05	ECT
China	4634096	28-Oct-09	4634096	29-Apr-05	ECT
United States	3167563	07-Nov-06	78-593816	23-Mar-05	ECT and Design
European	4363073	18-Apr-06	4363073	30-Mar-05	ECT and design
China	4634093	28-Oct-09	4634093	29-Apr-05	ECT and design
United States	3167564	07-Nov-06	78-593835	23-Mar-05	ECT Block Letters
Taiwan	01197347	16-Feb-06	94014991	01-Apr-05	ECT stylized and design
Singapore	T05/04591J	01-Feb-06	T05/04591J	29-Mar-05	ECT stylized and design
Singapore	T05/04590B	16-Jan-06	T05/04590B	29-Mar-05	ECT stylized and design
Hong Kong	300393246	24-Aug-05	300393246	29-Mar-05	ECT stylized and design
China	4634095	21-Dec-08	4634095	29-Apr-05	ECT stylized and design

United States	3068926	14-Mar-06	78-213082	10-Feb-03	ELIMINATOR
China	2018115	14-Oct-04	2001032801	09-Mar-01	ELIMINATOR
United States	3456134	01-Jul-08	76-679657	19-Jul-07	ESH Block Letters
United States	1838309	31-May-94	74-243815	06-Feb-92	EVERETT CHARLES TECHNOLOGIES
Taiwan	1208763	01-May-06	94014483	30-Mar-05	Everett Charles Technologies
Singapore	T05/04124I	20-Sep-05	T05/04124I	28-Mar-05	Everett Charles Technologies
Singapore	T05/04125G	28-Dec-05	T05/04125G	28-Mar-05	Everett Charles Technologies
Mexico	884973	31-May-05	709888	01-Apr-05	Everett Charles Technologies
Mexico	888348	24-Jun-05	714727	28-Apr-05	Everett Charles Technologies
Japan	4746192	06-Feb-04	H10-099459	20-Nov-98	EVERETT CHARLES TECHNOLOGIES
Hong Kong	300393237	04-Aug-05	300393237	29-Mar-05	Everett Charles Technologies
European	004362927	18-Apr-06	4362927	30-Mar-05	Everett Charles Technologies
China	4551526	21-Jan-08	4551526	21-Mar-05	Everett Charles Technologies
China	4541448	07-Oct-08	4541448	15-Mar-05	Everett Charles Technologies
Brazil	827313985	06-Nov-07	827313985	07-Apr-05	Everett Charles Technologies
Brazil	827313977	20-Nov-07	827313977	07-Apr-05	Everett Charles Technologies
United States	1467094	01-Dec-87	73-642017	28-Jan-87	FASTITE
United States			85/925778	07-May-13	LASERWIRE Block Letters
Korea, South	4006365650000	27-Oct-05	4020040044233	30-Sep-04	MINI MITE
United States	2680883	28-Jan-03	76-401874	30-Apr-02	MINI-MITE
Taiwan	1043346	16-May-03	17228	02-May-02	MINI-MITE
Canada	TMA648760	22-Sep-05	1139360	30-Apr-02	MINI-MITE
United States	916181	13-Jul-71	72-346959	22-Dec-69	POGO
United Kingdom	1193106	02-Jan-85	1193106	29-Mar-83	POGO
Taiwan	922362	01-Jan-01	87050094	14-Oct-98	Pogo
Japan	4090608-2	12-Dec-97	H07-96393	21-Sep-95	Pogo
Japan	4537490	18-Jan-02	1998-087300	13-Oct-98	POGO
Italy	1542519	15-May-13	TO/2013/001104	10-Apr-13	POGO
Germany	1056822	05-Dec-83	P 30191 9WZ	07-Apr-83	POGO
France	1232477	05-Apr-93	660649	07-Apr-83	POGO
Canada	288699	09-Mar-84	501198	31-Mar-83	POGO
United Kingdom	B1336919	08-Feb-91	B1336919	29-Feb-88	ROBOPROBE
United States	1608864	07-Aug-90	73-576583	06-Jan-86	TTI TESTRON and Design



Taiwan	01353722	16-Mar-09	97022414	13-May-08	Valitron
Singapore	T0805897E	06-May-08	T08/05897E	06-May-08	Valitron
Malaysia	08008772	15-Apr-10	08008772	06-May-08	Valitron
Korea, South	4007771060000	23-Jan-09	40-2008-0022203	08-May-08	Valitron
Japan	5176251	24-Oct-08	2008-035515	08-May-08	Valitron
India	1686564	07-Feb-11	1686564	13-May-08	Valitron
Hong Kong	301109718	16-Dec-08	301109718	06-May-08	Valitron
European	006854848	29-Jan-09	006854848	14-Apr-08	Valitron
China	6715806	07-Jun-10	6715806	12-May-08	Valitron
United States	3538480	25-Nov-08	77-406694	26-Feb-08	VALITRON Block Letters
WIPO	1032674	04-Mar-10	1032674	04-Mar-10	ZIP
Vietnam	1032674	04-Mar-10	1032674	04-Mar-10	Zip
Singapore	1032674	04-Mar-10	1032674	04-Mar-10	Zip
Korea, South	1032674	04-Mar-10	1032674	04-Mar-10	Zip
Japan	1032674	04-Mar-10	1032674	04-Mar-10	Zip
Hong Kong	301558422	11-Aug-10	301558422	09-Mar-10	Zip
European	1032674	04-Mar-10	1032674	04-Mar-10	Zip
China	1032674	04-Mar-10	1032674	04-Mar-10	Zip
Canada	TMA835542	01-Nov-12	1472045	05-Mar-10	Zip
United States	3807010	22-Jun-10	77-884604	02-Dec-09	ZIP Block Letters
Taiwan	01432224	01-Oct-10	99010063	08-Mar-10	ZIP Block Letters
Philippines	42010002712	03-Mar-11	4-2010-002712	10-Mar-10	ZIP Block Letters
Malaysia	2010004046	05-Nov-12	2010004046	09-Mar-10	ZIP Block Letters
India			1937409	17-Mar-10	ZIP Block Letters
Brazil			830553894	29-Mar-10	ZIP Block Letters