

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David P. King		05/19/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Agilent Technologies, Inc.		
Street Address:	5301 Stevens Creek Boulevard		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95051		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85255776	CROSSLABS	
CORRESPONDENCE DATA			
Fax Number:	(303)473-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-473-2700		
Email:	LHTronco@hollandhart.com		
Correspondent Name:	Larry H. Tronco		
Address Line 1:	555 17th Street		
Address Line 2:	P.O. Box 8749		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	77389.0405		
NAME OF SUBMITTER:	Larry H. Tronco		
Signature:	/Larry H. Tronco/		
Date:	05/26/2011		

OP \$40.00 85255776

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark is made and entered into as of the last dated signature below (the "Effective Date"), by and between Agilent Technologies, Inc., a Delaware corporation with a principal place of business located at 5301 Stevens Creek Blvd. Santa Clara, California 95051 (hereinafter "Assignee") and David P. King, doing business as "Crosslabs," a sole proprietorship with a principal place of business located at 11 Marie Avenue, Cambridge, Massachusetts 02139 (hereinafter "Assignor").

WHEREAS, Assignor filed an application for the mark CROSSLABS at the U.S. Patent and Trademark Office, Serial No. 85255776, on March 2, 2011 for "computer software platforms for data visualization and analysis, data aggregation and searching, and collaborative data exchange" in International Class 9, and the application is pending;

WHEREAS, Assignee uses and filed an application for the mark CROSSLAB at the U.S. Patent and Trademark Office, Serial No. 85070606, on June 24, 2010 for "chromatography supplies and spectroscopy supplies for scientific or research purposes, namely, reagents and packing materials in the nature of chemicals used in chromatography and spectroscopy" in Class 1 and "chromatography supplies and spectroscopy supplies for non-medical, scientific or research use, namely, liners, vials, syringes, ferrules, columns, laboratory glassware, vessels, polytetrafluoroethylene (PTFE) coated paddles, baskets, shafts, cartridges, pumps, separation devices, detectors, injectors, auto sampling devices, filters, sampling instruments and sampling devices" in International Class 9, and the application is pending;

WHEREAS, Assignee believes that the goods in Assignor's application for CROSSLABS are within the natural zone of expansion of the goods listed in Assignee's application for CROSSLAB and that concurrent use of the respective marks is likely to cause confusion in the marketplace;

WHEREAS, the Assignor and Assignee (collectively, the "Parties") have mutually concluded it is in their best interests to resolve the matter amicably to avoid the risk of consumer confusion, to mitigate the delays and costs associated with further legal or administrative actions, and to avoid future conflicts between one another; and

WHEREAS, in furtherance of the intentions of the Parties set forth herein, Assignor wishes to assign, and Assignee wishes to acquire, all rights, title and ownership interest in and to CROSSLABS, together with all past and present goodwill associated with the mark that may exist.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and for other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its rights, title and ownership interest, past and present, in and to Serial No. 85255776 for the mark **CROSSLABS**, together with all goodwill that may exist in the United States or anywhere else in the world, and further assigns all ownership rights, title and interest in and to the domain name **crosslabs.biz** ("Domain Name") to Assignee.
2. Assignor warrants and represents that it is the sole owner of **CROSSLABS**, and that, to its knowledge, no third party is entitled to claim any ownership rights to the mark in the United States.
3. Assignor warrants and represents that there are no past, pending or threatened third party legal claims with respect to the use or registration of the mark **CROSSLABS**.
4. Assignor warrants and represents that it does not own, control, use, or claim rights to any other trademark, service mark, trade name or domain name that is similar to **CROSSLABS**.
5. Assignor agrees not to possess, own, control, adopt, use, exploit, claim rights in, or attempt to register a trademark, service mark, trade name or domain name after the Effective Date that is similar to **CROSSLABS**.
6. Assignor agrees to cooperate and provide documents necessary for Assignee and/or its legal representatives to record this Assignment with the U.S. Patent and Trademark Office or, if subsequently requested by Assignor, to file an express withdrawal of application Serial No. 85255776 with the U.S. Patent and Trademark Office, and to take the steps necessary to facilitate the transfer of the Domain Name to Assignee. Assignor acknowledges that Assignee is not making any representation as to its rights under United States Trademark law to assign such application.
7. In consideration of the promises and obligations undertaken by Assignor herein, Assignee agrees to reimburse Assignor in the amount [REDACTED] its costs and expenses associated with the selection and adoption of **CROSSLABS** to date. Assignee shall wire transfer [REDACTED] Assignor's bank account, at a financial institution designated by Assignor, within thirty (30) days of the Effective Date of this Assignment.
8. As of the Effective Date, each party shall waive all legal claims past and present against the other party in association with the mark **CROSSLABS** or **CROSSLAB**. This waiver extends to claims which the Parties do not know or suspect to exist in their favor, which if known by them would have materially affected their decision to enter into this Assignment agreement and release. The Parties acknowledge that they are familiar with Section 1542 of the California Civil Code, which provides as follows: A GENERAL RELEASE

DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

9. The Parties expressly waive and relinquish any right or benefit which they have or may have under Section 1542 of the California Civil Code, or any other statute or legal principle with similar effect. In connection with such waiver and relinquishment, the Parties acknowledge that they are aware that, after executing this agreement, they or their attorneys or agents may discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this agreement or the Parties hereto, but that it is their intention hereby fully, finally, and forever to settle and release all of the claims, matters, disputes and/or differences, whether known or unknown, suspected or unsuspected, which now exist, may exist, or heretofore may have existed against each other. In furtherance of this intention, the release herein given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claim or fact.
10. The Parties shall specifically require any legal successors to undertake to abide by the obligations under this Assignment.
11. This Assignment constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.
12. Nothing in this Assignment shall preclude the Parties from conducting business together in the future. The Parties further agree that should a mutually beneficial business opportunity arise in the future between the Parties, nothing in this Assignment shall adversely affect the ability of either party to enter into such a business relationship.
13. This Assignment shall be governed by and interpreted in accordance with the laws of the State of California and controlling U.S. federal law, without application of choice of law principles.

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates shown below.

ASSIGNOR:

DAVID P. KING
D/B/A CROSSLABS

Dated: 5/16/11

By: David King

ASSIGNEE:

AGILENT TECHNOLOGIES, INC.

Dated: 5/19/11

By: [Signature]
Title: Global Service and Support
Marketing Manager