

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
E-Z-EM, Inc.		08/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Emergent Protective Products Canada ULC		
Street Address:	Suite 900, 1959 Upper Water Street, Purdy's, Wharf Tower I		
City:	Halifax, NS		
State/Country:	CANADA		
Postal Code:	B3J 3R7		
Entity Type:	Unlimited Liability Company: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3538972	RSDECON	
Registration Number:	3432719	RSDL	
CORRESPONDENCE DATA			
Fax Number:	2023712540		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023712600		
Email:	tm@skgf.com		
Correspondent Name:	Steme, Kessler, Goldstein & Fox PLLC		
Address Line 1:	1100 New York Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	3479.1560000		
DOMESTIC REPRESENTATIVE			
Name:	Steme, Kessler, Goldstein & Fox PLLC		
Address Line 1:	1100 New York Avenue, N.W.		

OP \$65.00 3538972

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Monica Riva Talley

Signature:

/monica riva talley/

Date:

01/31/2014

Total Attachments: 8

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ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY (this "Assignment") is entered into as of August 1, 2013 (the "Effective Date"), by and among EMERGENT PROTECTIVE PRODUCTS CANADA ULC, an unlimited liability company organized under the laws of Canada ("Assignee"), BRACCO USA INC., a Delaware corporation ("Bracco USA"), BRACCO DIAGNOSTICS INC., a Delaware corporation ("BDI USA"), E-Z-EM, INC., a Delaware corporation or its designee ("EZEM USA"), and EZEM CANADA INC., a corporation incorporated under the laws of Canada ("EZEM Canada"). Each of Bracco USA, BDI USA, EZEM USA, and EZEM Canada shall be referred to herein as an "Assignor".

WHEREAS, Emergent BioSolutions Inc. ("Emergent") and each Assignor are parties to that certain Asset Purchase Agreement, dated April 24, 2013 (as amended, the "Asset Purchase Agreement");

WHEREAS, Assignee is the designee of Emergent;

WHEREAS, the execution and delivery of this Assignment by each Assignor is a condition to the obligation of Emergent to consummate the transactions contemplated by the Asset Purchase Agreement; and

WHEREAS, each Assignor wishes to sell, convey, transfer, assign and deliver to Assignee, as Emergent's designee, all of the Intellectual Property Assets as set forth in the Asset Purchase Agreement, including, without limitation, all goodwill symbolized thereby and associated therewith, and Assignee, as Emergent's designee, wishes to purchase, acquire and accept from each Assignor such Intellectual Property Assets.

NOW, THEREFORE, in consideration of the premises and the consideration hereinafter set forth, Assignee and each Assignor hereby agrees as follows:

1. Defined Terms. All terms set forth herein and not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment of Intellectual Property Assets; Power of Attorney.

(a) Each Assignor hereby perpetually and irrevocably assigns to Assignee (i) all of such Assignor's right, title and interest in, to and under the Intellectual Property Assets, including, without limitation, all Intellectual Property listed on the attached Schedule of Transferred Intellectual Property Assets, and all goodwill symbolized thereby and associated therewith and including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof, (ii) any and all rights of each Assignor to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Intellectual Property Assets, including the right to receive all proceeds and damages therefrom, (iii) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Intellectual Property Assets, and (iv) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Intellectual Property Assets.

(b) Each Assignor shall take all actions necessary to effectuate the assignment of the Intellectual Property Assets contemplated hereunder, including but not limited to, making filings and executing any documents that may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or any other office or authority responsible for registration of Intellectual Property in any other jurisdiction throughout the world. In the event that an Assignor does not take in a timely fashion any action reasonably deemed necessary or advisable by Assignee, Assignee shall have the right to take such action. Each Assignor hereby grants to Assignee an irrevocable power of attorney, coupled with an interest, to take all action contemplated or authorized pursuant to this Section 2 including, but not limited to, filings which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or any other office or authority responsible for registration of Intellectual Property in any other jurisdiction throughout the world.

3. Further Assurances. Each party hereto shall execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary in order to consummate or implement on a timely basis the transactions contemplated by this Assignment, including, but not limited to, the execution and delivery of any additional, separate documents and performance of other additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Intellectual Property Assets.

4. Representations and Warranties. Notwithstanding the foregoing, no provision of this Assignment shall in any way modify, replace, amend, change, rescind, waive or in any way affect the express provisions (including the warranties, covenants, agreements, conditions, representations or any of the obligations and indemnifications, and the limitations relating thereto, of Emergent, Assignee or each Assignor) set forth in the Asset Purchase Agreement, this Assignment being intended solely to effect the transfer of certain assets, obligations and liabilities pursuant to the Asset Purchase Agreement in accordance with the Asset Purchase Agreement.

5. No Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, including, without limitation, any union or any employee or former employee of any Assignor, any legal or equitable right, benefit or remedy of any nature whatsoever, including, without limitation, any rights or employment for any specified period, under or by reason of this Assignment.

6. Amendment. This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Assignee and each Assignor.

7. Severability. If any provision of this Assignment is held invalid, unenforceable or void by a court of competent jurisdiction, the remaining provisions shall not for that reason alone be unenforceable or invalid. In such case, the parties hereto agree to negotiate in good faith to create an enforceable contractual provision to achieve the purpose of the invalid provision. Further, if any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to Applicable Law and shall be enforced as amended.

8. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument. This Assignment shall become effective when each party shall have received a counterpart hereof signed by the other parties hereto.

9. Governing Law. This Assignment shall be construed in accordance with and governed by the law of the State of New York, without regard to the conflicts of law rules of such state.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

BRACCO USA INC.

a Delaware corporation

By: 

Name: Vittorio Poppo

Title: Authorized Signatory

BRACCO DIAGNOSTICS INC.

a Delaware corporation

By: 

Name: Vittorio Poppo

Title: President and Chief Executive Officer

E-Z-EM, INC.

a Delaware corporation

By: 

Name: Anthony A. Lombardo

Title: President and Chief Executive Officer

E-Z-EM CANADA INC.

a corporation incorporated under the laws of Canada

By: 

Name: Anthony A. Lombardo

Title: Chairman of The Board

EMERGENT PROTECTIVE PRODUCTS CANADA ULC

an unlimited liability company incorporated under the laws of Canada

By: _____

Name:

Title:

[Signature Page to Assignment of Transferred Intellectual Property (Canada)]

IN WITNESS WHEREOF, the parties hereto caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

BRACCO USA INC.

a Delaware corporation

By: _____
Name:
Title:

BRACCO DIAGNOSTICS INC.

a Delaware corporation

By: _____
Name:
Title:

E-Z-EM, INC.

a Delaware corporation

By: _____
Name:
Title:

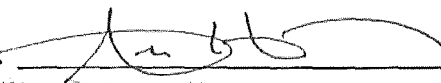
E-Z-EM CANADA INC.

a corporation incorporated under the laws of Canada

By: _____
Name:
Title:

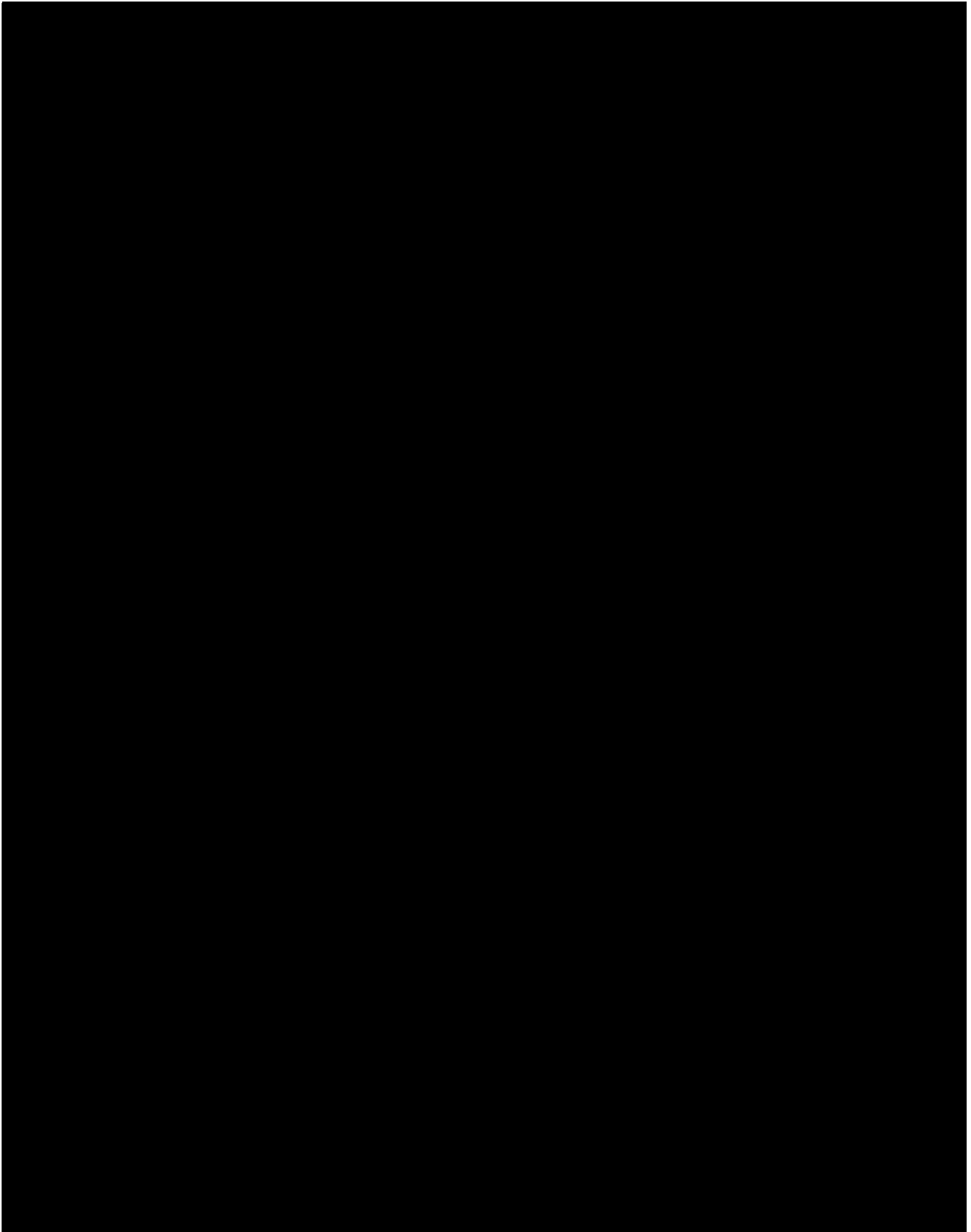
EMERGENT PROTECTIVE PRODUCTS CANADA ULC

an unlimited liability company incorporated under the laws of Canada

By: 
Name: Adam Davey
Title: President

[Signature Page to Assignment of Transferred Intellectual Property (Canada)]

SCHEDULE OF TRANSFERRED INTELLECTUAL PROPERTY ASSETS



Trademarks:

<u>Mark</u>	<u>Country</u>	<u>Filing Details</u>
RSDECON	U.S.	<p>Reg. No. 3,538,972</p> <p>Registered on 11/25/2008</p> <p>Class 5: Topically applied medicated skin care preparations and lotions for neutralizing chemical agents and/or toxins; topically applied medicated skin care products for neutralizing chemical agents and/or toxins, namely, medicated sponges, medicated pre-moistened wipes, tissues, and towelettes, medicated bandages impregnated with pharmaceutical or therapeutic substance, medicated pads, medical plasters, medicated powders and medicated dressings for wounds, burns and surgery</p> <p>Owner: EZEM USA</p>
RSDL	U.S.	<p>Reg. No. 3,432,719</p> <p>Registered on 05/20/2008</p> <p>Class 5: topically applied skin preparation for neutralizing chemical agents and/or toxins</p> <p>Owner: EZEM USA</p>

<u>Mark</u>	<u>Country</u>	<u>Filing Details</u>
RSDECON	CANADA	<p>Reg. No. TMA771,608</p> <p>Registered on 07/09/2010</p> <p>Goods: Topically applied medicated skin care preparations and lotions for neutralizing chemical agents and/or toxins; topically applied medicated skin care products for neutralizing chemical agents and/or toxins, namely, medicated sponges, medicated pre-moistened wipes, tissues, and towelettes, medicated bandages impregnated with pharmaceutical or therapeutic substance, medicated pads, medical plasters, medicated powders and medicated dressings for wounds, burns and surgery.</p> <p>Owner: EZEM USA</p>
RSDECON	CTM	<p>Reg. No. 5883228</p> <p>Registered on 02/20/2008</p> <p>Class 3: Topically applied skin care products, preparation and lotions for neutralizing chemical agents and/or toxins not for medical use</p> <p>Class 5: Topically applied skin care products, preparation and lotions for neutralizing chemical agents and/or toxins for medical use</p> <p>Class 10: Medical devices for neutralizing chemical agents and/or toxins.</p> <p>Owner: EZEM USA</p>
RSDL	AUSTRALIA	<p>Reg. No. 1055603</p> <p>Registered on 05/16/2005</p> <p>Class 5: Topically applied skin products for neutralizing chemical agents and/or toxins</p> <p>Owner: EZEM USA</p>
RSDL	CTM	<p>Reg. No. 4440871</p> <p>Registered on 09/22/2006</p> <p>Class 3: Topically applied skin product for neutralising chemical agents and/or toxins not for medical use.</p> <p>Class 5: Topically applied skin product for neutralising chemical agents and/or toxins for medical use.</p> <p>Owner: EZEM USA</p>