

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASF Corporation		03/31/2012	CORPORATION: DELAWARE
Cognis IP Management GmbH		03/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Eurofins QTA, Inc.		
Street Address:	2200 Rittenhouse, Suite 150		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50321		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2847833	QTA	
CORRESPONDENCE DATA			
Fax Number:	5152881338		
<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:	515-288-3667		
Email:	patatty@ipmvs.com		
Correspondent Name:	McKee, Voorhees & Sease, PLC		
Address Line 1:	801 Grand Avenue		
Address Line 2:	Suite 3200		
Address Line 4:	Des Moines, IOWA 50309-2721		
ATTORNEY DOCKET NUMBER:	T57213US00 - E271-7		
NAME OF SUBMITTER:	Kirk M. Hartung		
SIGNATURE:	/Kirk M. Hartung/		
DATE SIGNED:	11/18/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

RECITALS

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is dated and entered into as of March 31, 2012 (the "Effective Date"), by and between Eurofins QTA, Inc., a Delaware corporation ("ASSIGNEE"), and BASF Corporation ("BASF"), a Delaware corporation, and Cognis IP Management GmbH (collectively, "ASSIGNOR") (each, individually, referred to as a "Party," and collectively referred to as the "Parties").

A. WHEREAS, ASSIGNEE and BASF are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of March 16, 2012, pursuant to which ASSIGNEE purchased certain of the assets of ASSIGNOR, including the Proprietary Rights identified on Exhibit A hereto. Capitalized terms defined in the Asset Purchase Agreement and not otherwise defined herein are used herein as so defined.

B. WHEREAS, ASSIGNOR is willing to assign the Proprietary Rights to ASSIGNEE subject to the terms and conditions contained in this Assignment.

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants contained in this Assignment, the Parties agree as follows:

1. DEFINITIONS

For purposes of this Assignment, the following terms shall have the meanings set forth below:

1.1 "Copyrights" means all copyrighted or copyrightable works, mask works, computer software (including both source and object code), data, data bases (including all expert or proprietary content incorporated therein) and documentation thereof, and copies and tangible embodiments thereof (in whatever form or medium) owned by ASSIGNOR and included in the Proprietary Rights.

1.2 "Intellectual Property" means any of the following to the extent included in the Proprietary Rights: any and all Inventions, Patents and Patent Applications (defined below), Copyrights, Trademarks (defined below), trade secrets and other confidential information (including ideas, formulas, compositions, inventions, whether patentable or unpatentable and whether or not reduced to practice, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information), and any and all rights under trade secret law, unfair competition law, publicity rights law, privacy rights law, and licenses and other conveyances and any and all similar proprietary rights, and any and all renewals, extensions, and restorations thereof, that are now or hereafter in force and effect, whether worldwide or in individual countries or regions.

1.3 "Inventions" means all inventions, whether or not patentable, that are included in the Proprietary Rights.

1.4 "Patents and Patent Applications" means all patents and patent applications, foreign and domestic, owned by ASSIGNOR and included in the Proprietary Rights, and any and all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, that are now or hereafter in force and effect, whether worldwide or in individual countries or regions, and all rights of priority under international conventions, and any letters patent that issue thereon, and any and all rights whether existing now or in the future under patent law (including patents or patent applications and any utility patent, design patent, patent of importation, patent of addition, certificate of addition, certificate or model of utility, whether domestic or foreign, and all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, and any letters patent that issue thereon) based on a patent application filed by the Effective Date.

1.5 "Trademarks" means all internet domain names, trademarks, service marks, trade dress, trade names, logos and corporate names together with all of the goodwill associated therewith, any Trademark applications, and any and all rights existing now or in the future under trademark law (including trademark or service mark registrations and applications for registration thereof) based on a trademark registration application filed by the Effective Date, and any and all similar proprietary rights, and any and all renewals, extensions, and restorations thereof, now or hereafter in force and effect, whether worldwide or in individual countries or regions, to the extent any of the same are included in the Proprietary Rights.

2. ASSIGNMENT OF RIGHTS

For good and valuable consideration, ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE the entire right, title, and interest in the Proprietary Rights described on Exhibit A hereto.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the Intellectual Property rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents and Patent Applications, Trademarks (before or after issuance), and Copyrights.

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents and Patent Applications, Copyrights, and Trademarks promptly upon becoming aware of those facts from a patent, copyright, or trademark office until the patent, copyright, or trademark office correspondence address is changed to that of the ASSIGNEE, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, Copyrights, and Trademarks, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything reasonably possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents

and Patent Applications, Copyrights, and Trademarks in all countries if ASSIGNEE provides ample notice of such needed actions to ASSIGNOR and ASSIGNEE pays 100% of the costs associated with such actions.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

BASF CORPORATION

Date: _____

By: _____

Name:

Title:

Address:
100 Campus Drive
Florham Park, NJ 07932

COGNIS IP MANAGEMENT GMBH

Date: _____

By: _____

Name: Jürgen Reinhardt Andreas Gittinger
Title: VP IP Senior Counsel IP

Address: Henkelstrasse 67
40589 Düsseldorf-Holthausen
Germany

EUROFINS QTA INC.

Date: _____

By: _____

Name: *Michael Russell*

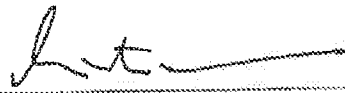
Title: *President*

Address:
2200 Rittenhouse, Suite 150
Des Moines, Iowa 50321

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

BASF CORPORATION

Date: _____

By: 

Name: *Fried-Walter Muensermann*

Title: *Executive Vice President*

Address:
100 Campus Drive
Florham Park, NJ 07932



COGNIS IP MANAGEMENT GMBH

Date: _____

By: _____

Name: Jürgen Reinhardt Andreas Gittinger
Title: VP IP Senior Counsel IP

Address: Henkelstrasse 67
40589 Düsseldorf-Holthausen
Germany

EUROFINS QTA INC.

Date: _____

By: _____

Name:

Title:

Address:
2200 Rittenhouse, Suite 150
Des Moines, Iowa 50321

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

BASF CORPORATION

Date: _____

By: _____

Name:

Title:

Address:
100 Campus Drive
Florham Park, NJ 07932

COGNIS IP MANAGEMENT GMBH

Date: March 30, 2012

By: _____

Name: Jürgen Reinhardt
Title: VP IP

Name: Andreas Gittinger
Title: Senior Counsel IP

Address: Henkelstrasse 67
40589 Düsseldorf-Holthausen
Germany

EUROFINS QTA INC.

Date: _____

By: _____

Name:

Title:

Address:
2200 Rittenhouse, Suite 150
Des Moines, Iowa 50321

Exhibit A
Proprietary Rights

TRADEMARKS

Country	Trademark	Owner	Status	Application No.	File Date	Registration No.	Registration Date	Next Renewal Date	Class	Goods
US	QTA	CIPM	Registered	76109325	5/17/2000	2847833	6/1/2004	6/1/2014	IN 9	International Class: 009 Analytical measuring device, namely a transportable unit for analyzing fatty acids, proteins, nucleic acids, metal complexing and/or chelating agents, amino acids, and drugs in agricultural, food and medical products, chemical fermentation products and processes, mining products and processes, and bodily fluids which has an analytical sensor, and input-output port to provide access to a data transmission network and a result display unit
CA	QTA	CIPM	Registered	1083190	11/16/2000 0	584759	7/8/2003	7/8/2018		An analytical measuring device, namely a transportable unit for analyzing fatty acids, proteins, nucleic acids, metal complexing and/or chelating agents, amino acids, and drugs in agricultural, food and medical products, chemical fermentation products and processes, mining products and processes, and bodily fluids which has an analytical sensor, and input-output port to provide access to a data transmission network and a results display unit.

CERTIFICATION

State of IOWA

County of POLK


Country of UNITED STATES OF AMERICA

Kirk M. Hartung being duly sworn states as follows:

I do hereby certify that the attached document is a true and correct copy of the Assignment between BASF Corporation, Cognis IP Management GmbH (Assignors) and Eurofins QTA, Inc. (Assignee), that the signatures appearing on this document are true and accurate copies of the original signatures.

By 
Kirk M. Hartung

Subscribed and sworn to before me a Notary Public on this 18 day of November, 2014


Notary Public in and for Said State 10-5-16