

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enzymatics, Inc.		12/16/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	ArcherDx, Inc.		
Street Address:	123 Brimbal Ave.		
City:	Beverly		
State/Country:	MASSACHUSETTS		
Postal Code:	01915		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86104762	ARCHER	
Serial Number:	86281198	FUSIONPLEX	
CORRESPONDENCE DATA			
Fax Number:	6179372400		
<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:	6179372418		
Email:	aanderson@cooley.com		
Correspondent Name:	Anna Anderson c/o Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave., NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	ARCHERDX - GEN TM		
NAME OF SUBMITTER:	Anna Anderson		
SIGNATURE:	/Anna Anderson/		
DATE SIGNED:	03/26/2015		
Total Attachments: 6			
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EXECUTION COPY

ASSET TRANSFER AGREEMENT

BETWEEN

ARCHERDX, INC.

AND

ENZYMATICS, INC.

Dated as of December 16, 2014

**TRADEMARK
REEL: 005486 FRAME: 0251**

EXHIBITS AND SCHEDULES

Exhibits

REDACTED

Schedules

REDACTED

Schedule 1.1(a)(iii) Transferred Intellectual Property
REDACTED

Annexes

REDACTED

ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT is made as of December 16, 2014 between ArcherDx, Inc., a Delaware corporation ("Spinco"), and Enzymatics, Inc., a Massachusetts corporation ("Remainco"). Spinco and Remainco are each referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used in this Agreement and not otherwise defined are defined on Exhibit A.

RECITALS

WHEREAS, Remainco is a party to an Agreement and Plan of Merger with QIAGEN North American Holdings, Inc. ("Parent"), ArcherDx, Inc. ("Merger Sub") and certain other parties, dated December 8, 2014 (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into Remainco effective as of the Closing (as defined in the Merger Agreement) (the "Merger");

WHEREAS, the board of directors of Remainco has determined that it is appropriate and advisable to separate the business of Remainco in connection with the Merger by transferring the Transferred Assets to Spinco and distributing Spinco common stock to Remainco Securityholders prior to the consummation of the Merger;

WHEREAS, effective upon the ATA Closing, Remainco will transfer the Transferred Assets to Spinco and Spinco will accept the Transferred Assets and assume and agree to discharge the Assumed Liabilities; and

WHEREAS, promptly after the ATA Closing and immediately prior to the consummation of the Merger, Remainco will transfer to Remainco Securityholders one hundred percent (100%) of the outstanding shares of Spinco by pro rata dividend to the holders of Remainco Common Stock and the issuance to the holders of options to purchase common stock of Remainco as bonus compensation, all as more fully set forth below (the "Distribution");

Now, therefore, in consideration of the foregoing premises, the mutual representations, warranties, covenants and other agreements set forth herein and the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties hereby agree as follows:

ARTICLE I

TRANSFER OF ASSETS AND ASSUMPTION OF LIABILITIES

1.1 Transfer of Assets. Upon the terms and subject to the conditions set forth in this Agreement, Remainco hereby conveys, assigns and transfers to Spinco, and Spinco hereby acquires from Remainco, effective as of the ATA Closing Date, all of Remainco's right, title and interest in and to the following assets, properties and rights (collectively, the "Transferred Assets"):

(a) (i) the Transferred Patent Rights, (ii) the Transferred Know-How, and (iii) all Copyrights, Trademark Rights and Domain Names owned or Controlled by Remainco as of the ATA

Closing Date that are exclusively related to the Business, including those registered Copyrights, registration, and/or applications for registration of Trademark Rights and Domain Names listed on Schedule 1.1(a)(iii) (collectively, the “Transferred Intellectual Property”);

REDACTED

In witness whereof, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

SPINCO:

ARCHERDX, INC.

By: 

Name: Christian LaPointe

Title: President

REMAINCO:

ENZYMATICS, INC.

By: 

Name: Jack Percoskie

Title: Chief Financial Officer

Signature Page to Asset Transfer Agreement

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Schedule 1.1(a)(iii)

Transferred Intellectual Property

Trade Mark registrations/applications:

1. All ARCHER applications/registrations
2. All FUSIONPLEX applications/registrations

Trade Mark (common law):

1. AMP
2. Quiver
3. SureShot
4. LYOFIRE
5. Successories
6. PreSeq

Domain names:

1. ARCHERDX.COM
2. ARCHERDX.NET
3. ARCHERDX.ORG

Copyrights of:

1. Archer/FusionPlex IFUs
2. Archer/FusionPlex technical support materials
3. Archer/FusionPlex marketing materials including graphics and text
4. Archer/FusionPlex webpages
5. Archer/FusionPlex videos
6. Archer Analysis Pipeline software (all versions and intermediate code)
7. Archer Quiver Fusion database
8. Archer Assay Designer software (all versions and intermediate code)
9. Archer/FusionPlex product names (as distinguished from TMs)
10. Archer/FusionPlex related software in development