## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM339828

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|
|                  |                |

ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL **NATURE OF CONVEYANCE:** 

#### **CONVEYING PARTY DATA**

| Name                        | Formerly | Execution Date | Entity Type           |
|-----------------------------|----------|----------------|-----------------------|
| Centrus International, Inc. |          | 04/29/2015     | CORPORATION: DELAWARE |

### **RECEIVING PARTY DATA**

| Name:           | Neogen Corporation    |
|-----------------|-----------------------|
| Street Address: | 620 Lesher Place      |
| City:           | Lansing               |
| State/Country:  | MICHIGAN              |
| Postal Code:    | 48912                 |
| Entity Type:    | CORPORATION: MICHIGAN |

## **PROPERTY NUMBERS Total: 3**

| Property Type  | Number   | Word Mark                          |
|----------------|----------|------------------------------------|
| Serial Number: | 78426084 | CENTRUS                            |
| Serial Number: | 78516699 | SOLERIS                            |
| Serial Number: | 78530000 | MICROBIOLOGY AT THE SPEED OF LIGHT |

## **CORRESPONDENCE DATA**

Fax Number: 2485668531

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: 248-566-8530

Email: tmdocketing@honigman.com

**Correspondent Name:** Julie E. Reitz

Address Line 1: 39400 Woodward Avenue, Suite 101 Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

| NAME OF SUBMITTER: | Julie E. Reitz   |
|--------------------|------------------|
| SIGNATURE:         | /Julie E. Reitz/ |
| DATE SIGNED:       | 04/30/2015       |

#### **Total Attachments: 7**

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# **INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT ("<u>Assignment</u>"), is effective as of 29 day of April, 2015 between Centrus International, Inc. a Delaware corporation ("<u>Assignor</u>"), and Neogen Corporation, a Michigan corporation ("<u>Assignee</u>"). Assignee and Assignor are referred to herein individually as a "<u>Party</u>" and collectively, as the "<u>Parties</u>".

#### **RECITALS:**

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the business of food testing and food safety (the "Business"); and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks and Patents of Assignor associated with the Business as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Marks. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names and all applications therefore that are used in the Business (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in Exhibit A, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.
- 2. Patents. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and to any and all worldwide patent rights and rights of similar nature that are used in the Business, including those items set forth on the attached Exhibit B (the "Patents"), along with its entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of said Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.
- 3. <u>Rights.</u> The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or

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TRADEMARK REEL: 005506 FRAME: 0713 future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

- 4. <u>Further Assurances</u>. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks and Patents assigned herein.
- 5. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.
- 6. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 7. <u>Facsimile Signatures</u>. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.
- 8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).
- 9. <u>Amendment</u>. This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

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IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

Centrus International, Inc.

Name: James L. Herbert

Title: President

**ASSIGNEE:** 

**Neogen Corporation** 

Name: James L. Herbert Title: Chairman & CEO

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# **EXHIBIT A**

# <u>Marks</u>

| Mark                               | Application # | Registration # | Country       | Owner                       |
|------------------------------------|---------------|----------------|---------------|-----------------------------|
| CENTRUS                            | 78426084      | 3248134        | United States | Centrus International, Inc. |
| SOLERIS                            | 78516699      | 3228559        | United States | Centrus International, Inc. |
| MICROBIOLOGY AT THE SPEED OF LIGHT | 78530000      | 3149823        | United States | Centrus International, Inc. |
| SOLERIS                            | 831115025     | 831115025      | Brazil        | Centrus International, Inc. |

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# EXHIBIT B

# **Patents**

| Serial #   | Patent #       | Title                                                        | Country Name     | Assignee Name                          |
|------------|----------------|--------------------------------------------------------------|------------------|----------------------------------------|
| 10/630,167 |                | Detecting Airborne<br>Microorganisms                         | UNITED<br>STATES | Centrus International, Inc.            |
| 09/992,561 | 6.605,446      | Detecting Airborne<br>Microorganisms                         | UNITED<br>STATES | Centrus International,<br>Inc.         |
| 2574866    | 2574866        | Detection of Microorganisms With A Fluorescence-Based Device | CANADA           | Centrus International, Inc.            |
| 05776767.5 | 602005039595.4 | Detection of Microorganisms With A Fluorescence-Based Device | GERMANY          | Centrus International, Inc.            |
| 05776767.5 | 1778859        | Detection of Microorganisms With A Fluorescence-Based Device | AUSTRALIA        | Centrus International,<br>Inc.; lapsed |
| 05776767.5 | 1778859        | Detection of Microorganisms With A Fluorescence-Based Device | IRELAND          | Centrus International, Inc.            |
| 05776767.5 | 1778859        | Detection of Microorganisms With A Fluorescence-Based Device | POLAND           | Centrus International, Inc.            |
| 05776767.5 | 1778859        | Detection of Microorganisms With A Fluorescence-Based Device | NETHERLANDS      | Centrus International, Inc.            |
| 05776767.5 | 1778859        | Detection of Microorganisms With A Fluorescence-Based Device | SPAIN            | Centrus International, Inc.            |
| 05776767.5 | 1778859        | Detection of Microorganisms With A Fluorescence-Based Device | FRANCE           | Centrus International, Inc.            |
| 05776767.5 | 1778859        | Detection of Microorganisms With A Fluorescence-Based Device | ITALY            | Centrus International, Inc.            |
| 05776767.5 | 1778859        | Detection of Microorganisms With A Fluorescence-Based Device | SWITZERLAND      | Centrus International, Inc.            |
| 05776767.5 | 1778859        | Detection of Microorganisms With A Fluorescence-Based        | DENMARK          | Centrus International, Inc.            |

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| Serial #          | Patent #  | Title                                                                                                         | Country Name      | Assignee Name                  |
|-------------------|-----------|---------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------|
| <del> </del>      |           | Device                                                                                                        |                   |                                |
| 11/658,341        |           | Detection of Microorganisms With A Fluorescence-Based                                                         | UNITED<br>STATES  | Centrus International,<br>Inc. |
| 05776767.5        | 1778859   | Device Detection of Microorganisms With A Fluorescence-Based Device                                           | UNITED<br>KINGDOM | Centrus International,<br>Inc. |
| PCT/US2005/004331 |           | Detection of Microorganisms With A Fluorescence-Based Device                                                  | PCT               | Centrus International,<br>Inc. |
| PCT/US2005/026751 |           | Detection of Microorganisms With A Fluorescence-Based Device                                                  | PCT               | Centrus International, Inc.    |
| 13/068,639        | 8,535,937 | Detection of Microorganisms With A Fluorescence-Based Device                                                  | UNITED<br>STATES  | Centrus International, Inc.    |
| 13/068,660        |           | Detection of Microorganisms With A Fluorescence-Based Device                                                  | UNITED<br>STATES  | Centrus International, Inc.    |
| 14/013,544        | ·         | Detection of Microorganisms With A Fluorescence-Based Device                                                  | UNITED<br>STATES  | Centrus International,<br>Inc. |
| 60/592,166        |           | Device and method for generating and detecting fluorescence                                                   | UNITED<br>STATES  | Centrus International,<br>Inc. |
| 09/922,444        | 6,395,537 | Double Container Device<br>and Method for<br>Detecting and<br>Enumerating<br>microorganisms in a<br>Sample    | UNITED<br>STATES  | Centrus International, Inc.    |
| 09/317,477        | 6,197,576 | Instrument for Detection of Microorganisms                                                                    | UNITED<br>STATES  | Centrus International, Inc.    |
| 60/581,093        |           | Instrumentation Network Data System                                                                           | UNITED<br>STATES  | Centrus International, Inc.    |
| 11/158,336        |           | Instrumentation Network Data System                                                                           | UNITED<br>STATES  | Centrus International, Inc.    |
| 09/763,578        | 7,071,005 | Method and Device for<br>Concentrating Selected<br>Groups of<br>Microorganisms Centrus<br>International, Inc. | UNITED<br>STATES  | Centrus International,<br>Inc. |
| 11/183,761        |           | Method and System for<br>Generating a Telephone<br>Alert Indicating the                                       | UNITED<br>STATES  | Centrus International, Inc.    |

| Serial #   | Patent #  | Title                                                               | Country Name     | Assignee Name                  |
|------------|-----------|---------------------------------------------------------------------|------------------|--------------------------------|
|            |           | Presence of an Analyte                                              |                  |                                |
| 11/335,629 | 7,558,259 | System and Method for<br>Transmitting Analyzed<br>Data on a Network | UNITED<br>STATES | Centrus International,<br>Inc. |
| 29/127,475 | D457,645  | Transparent Vial                                                    | UNITED<br>STATES | Centrus International,<br>Inc. |

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RECORDED: 04/30/2015

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