

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nabsys, Inc.		10/13/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nabsys 2.0 LLC		
Street Address:	60 Clifford Street		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	CORPORATION: DELAWARE <u>LIMITED LIABILITY COMPANY: DELAWARE</u>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86190329	NABSYS	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	6176468000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	N0581.20000US00		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		
DATE SIGNED:	10/28/2015		
Total Attachments: 7			
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ASSIGNMENT OF TRADEMARKS AND APPLICATIONS

This ASSIGNMENT OF TRADEMARKS AND APPLICATIONS ("Trademark Assignment"), is dated as of October 13, 2015, between Nabsys, Inc., a Delaware corporation ("Assignor"), and Nabsys 2.0 LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the APA (as defined below).

WHEREAS, by an APA, dated as of the date hereof by and between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor has sold all of its right, title, and interest in and to the Purchased Assets to Assignee, and in connection therewith, Assignor has agreed to assign, and Assignee has agreed to acquire, all Assignor's right, title and interest in and to all of the trademarks (including common law rights), trade names, service marks, trade dress, logos, trade names and corporate names, along with the goodwill associated therewith, included in the Purchased Assets, including but not limited to the trademarks listed on Schedule A hereto, and all registrations, renewals and applications therefore, owned and used by Assignor (the "Trademarks"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all applications thereof and all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains to, and all rights to petition, sue, or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relation to any of the Trademarks, or any license, agreement, contract or other matter relating thereto, worldwide and forever.

The Assignor further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by the Assignee to effectuate this assignment.

The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Nothing herein shall be deemed to limit the rights, duties and obligations of the parties under the Purchase Agreement and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and permitted assigns.

The laws of the State of Delaware will govern the validity of this Trademark Assignment, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto, without regard to its choice of law principles.

This Trademark Assignment may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party. Counterparts may be executed either in original, faxed or digital

transmission form and the parties adopt any signatures received by a receiving fax machine or computer as original signatures of the parties.

All notices and other communications to be given under the terms of this Trademark Assignment or which any of the parties desire to give hereunder shall be in writing and shall be made in accordance with Section 6.4 (Notices) of the APA.

[Signature Page Follows on Next Succeeding Page(s)]

IN WITNESSES WHEREOF, the parties have executed this Assignment of Trademarks and Applications as of the date first written above.


ASSIGNOR:

NABSYS, INC.

By: _____
Name:
Title:

ASSIGNEE:

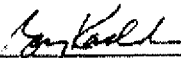
NABSYS 2.0 LLC

By: 
Name: BRIANNA BREDSH
Title: Sale Manager

IN WITNESSES WHEREOF, the parties have executed this Assignment of Trademarks and Applications as of the date first written above.

ASSIGNOR:

NABSYS, INC.

By: 
Name: Barry Kallander
Title: President

ASSIGNEE:


NABSYS 2.0 LLC

By: _____
Name:
Title:

SCHEDULE A

Trademarks


All common law trademarks, including trade dress used by Assignor in connection with the Business (and related goodwill) including without limitation those set forth on Schedule 1.1(e) of the APA

Application No.	Mark/Name	Status/Status Date	Brief Goods/Services
85549484		Statement of Use, due September 4, 2015, was not filed. Application will go abandoned.	(Int'l Class: 9) Laboratory equipment, namely, bio-analytical devices using electronic detection for nucleic acid analysis and molecular diagnostics; laboratory research in the field of bio-analytics with respect to nucleic acid analysis and molecular diagnostics

						Alignment Consensus Constructio n		
							Chapter II (31 month deadline)	14-Oct- 2015

The following Trademarks are handled by:

DOUGLAS R. WOLF
WOLF, GREENFIELD & SACKS, P.C.
600 ATLANTIC AVE FL 23
BOSTON, MASSACHUSETTS 02210-2206
UNITED STATES
617-646-8000

Application No.	Mark/Name	Status/Status Date	Brief Goods/Services
86190329	NABSYS NABSYS	September 28, 2015 - Abandoned for failure to file Statement of Use	(Int'l Class: 9) Laboratory equipment, namely, bio- analytical devices using electronic detection for nucleic acid analysis and molecular diagnostics (Int'l Class: 42) Laboratory research in the field of bio- analytics with respect to nucleic acid analysis and molecular diagnostics
85549577	NABSYS and Design 	Statement of Use, due September 4, 2015, was not filed. Application will go abandoned.	(Int'l Class: 9) Laboratory equipment, namely, bio- analytical devices using electronic detection for nucleic acid analysis and molecular diagnostics; laboratory research in the field of bio-analytics with respect to nucleic acid analysis and molecular diagnostics