

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363407

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IDEX Health & Science LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cole-Parmer Instrument Company LLC		
<b>Street Address:</b>	625 E. Bunker Court		
<b>City:</b>	Vernon Hills		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60061		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4301453	ISMATEC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2485940610		
<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>			
<b>Phone:</b>	248-594-0600		
<b>Email:</b>	tmdocketing@fishstewip.com		
<b>Correspondent Name:</b>	Michael D. Fishman		
<b>Address Line 1:</b>	39533 Woodward Ave., Suite 250		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	66006-0538		
<b>NAME OF SUBMITTER:</b>	Melissa R. Atherton		
<b>SIGNATURE:</b>	/Melissa R. Atherton/		
<b>DATE SIGNED:</b>	11/23/2015		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), effective as of July 31, 2015 (the "Effective Date"), is by Micropump Inc., a Delaware corporation located at 1402 Northeast 136th Avenue, Vancouver, WA 98684, and IDEX Health & Science LLC, a Delaware limited liability company located at 619 Oak Street, Oak Harbor, WA 98277 (collectively, "Assignors"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

**WHEREAS**, Assignors and Cole-Parmer Instrument Company LLC, an Illinois limited liability company ("Assignee"), are parties to that certain Purchase Agreement, dated July 31, 2015 (the "Purchase Agreement"), pursuant to which each Assignor has agreed to sell, convey, assign, and transfer to Assignee or a subsidiary thereof all of its rights, title, and interests in, to and under all Intellectual Property that is a Purchased Asset, including the registered trademarks and pending trademark applications set forth on Schedule A hereto (the "Assigned Trademarks"); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignors and Assignee have agreed to enter into this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Each Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, and all goodwill related thereto, including but not limited to (i) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution, unfair competition, or other violation of the Assigned Trademarks; (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks; and (iii) all rights corresponding to the Assigned Trademarks throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.
2. Each Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the patents, trademarks, copyrights, or other Assigned Trademarks (as applicable), and to issue any and all patents, trademarks, copyrights or other Assigned Trademarks (as applicable) to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. Without limitation of any other obligations of the parties hereto set forth in the Purchase Agreement, the parties hereto hereby covenant that, from time to time after the delivery of this Assignment, at the other party's request and without further consideration, such party will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all further acts, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required to more effectively convey, transfer to and vest in Assignee any of the Assigned Trademarks.
4. This Assignment is for the sole benefit of the parties hereto and their respective permitted successors and assigns and nothing herein, express or implied, shall give or be construed to give to any Person, other than the parties hereto and such permitted successors and assigns, any legal or equitable rights or remedies hereunder.
5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, effective immediately upon execution by the parties hereto. This Assignment and any rights, interests or obligations hereunder may not be assigned except in accordance with Section 11.1 of the Purchase Agreement.
6. This Assignment is subject to all of the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, rights, remedies or obligations of the parties hereto set forth in the Purchase Agreement. Notwithstanding anything contained herein to the contrary, in the event of any inconsistency between the terms set forth herein and the terms set forth in the Purchase Agreement, the terms set forth in the Purchase Agreement shall control.
7. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). The exclusive venue for any action brought with respect to any claims arising out of or under this Agreement shall be the state courts of the State of Delaware located in New Castle County or the United States District Court for the District of Delaware, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts.
8. This Assignment may not be amended or modified except by an instrument in writing signed by the parties hereto.
9. The parties may execute this Assignment in one or more counterparts, each of which shall be deemed an original, but all counterparts taken together shall constitute one and the same Assignment binding upon each of the parties hereto notwithstanding the fact that all parties are not signatories to the original or the same counterpart.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

MICROPUMP, INC.

By: 

Name: FRANK J. NOTARO

Title: VICE PRESIDENT AND SECRETARY

[Trademark Assignment]

TRADEMARK  
REEL: 005674 FRAME: 0877



Acknowledged and Accepted:

ASSIGNEE:

COLE-PARMER INSTRUMENT COMPANY LLC

By: 

Name: Rajesh Asarpota

Title: Chief Financial Officer and Secretary

[Trademark Assignment]

**TRADEMARK**  
**REEL: 005674 FRAME: 0879**

SCHEDULE A TO TRADEMARK ASSIGNMENT

Trademarks

MARK	COUNTRY	REG. (APP.) NO	REG. (APP.) DATE	OWNER
ISMATEC	Austria	689340	4/16/1998	Micropump, Inc.
ISMATEC	Benelux	689340	4/16/1998	Micropump, Inc.
ISMATEC & Design	Canada	TMA515003	8/24/1999	Micropump, Inc.
ISMATEC	China	9874016	10/21/2012	IDEX Health & Science LLC
ISMATEC	Czech Republic	689340	4/16/1998	Micropump, Inc.
ISMATEC	Denmark	689340	4/16/1998	Micropump, Inc.
ISMATEC	France	689340	4/16/1998	Micropump, Inc.
ISMATEC	Germany	689340	4/16/1998	Micropump, Inc.
ISMATEC	Hungary	689340	4/16/1998	Micropump, Inc.
ISMATEC	India	(2627969)	(11/15/2013)	Micropump, Inc.
ISMATEC	Int'l Reg.	689340	4/16/1998	Micropump, Inc.
ISMATEC	Italy	689340	4/16/1998	Micropump, Inc.
ISMATEC	Japan	5605851	8/9/2013	IDEX Health & Science LLC
ISMATEC	Spain	689340	4/16/1998	Micropump, Inc.
ISMATEC	Sweden	689340	4/16/1998	Micropump, Inc.
ISMATEC	Switzerland	392204	7/7/1992	Micropump, Inc.
ISMATEC	UK	689340	4/16/1998	Micropump, Inc.
ISMATEC	USA	4301453	3/12/2013	IDEX Health & Science LLC

**TRADEMARK**