

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377367

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900355957		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Signature Genomic Laboratories, LLC		07/17/2014	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	PerkinElmer Health Sciences, Inc.		
Street Address:	940 Winter Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3845500	TURNING COMPLEXITY INTO MEANING	
Registration Number:	3845499	TURNING COMPLEXITY INTO MEANING	
CORRESPONDENCE DATA			
Fax Number:	6173454745		
<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:	617-345-4665		
Email:	trademarks@daypitney.com		
Correspondent Name:	Jeremy Blackowicz / Day Pitney LLP		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	170865.001090.JB		
NAME OF SUBMITTER:	Jeremy Blackowicz		
SIGNATURE:	/s/ Jeremy Blackowicz/		
DATE SIGNED:	03/21/2016		
Total Attachments: 9			
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UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

SIGNATURE GENOMICS LABORATORIES, LLC

A Washington Limited Liability Company. An application was filed for record in this office on the date indicated below

UBI Number: 602 305 167

Date: June 16, 2003

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital



Sam Reed
Secretary of State

TRADEMARK

REEL: 005754 FRAME: 0649



**STATE OF WASHINGTON
SECRETARY OF STATE**

168-2171.0
2003
**APPLICATION TO FORM A
LIMITED LIABILITY COMPANY**

(Per Chapter 25.15 RCW)

FEE: \$175

- Please PRINT or TYPE in black ink
- Sign, date and return original AND ONE COPY to:

CORPORATIONS DIVISION
801 CAPITOL WAY SOUTH • PO BOX 40234
OLYMPIA, WA 98504-0234

- BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

**EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS
ON OUTSIDE OF ENVELOPE**

FOR OFFICE USE ONLY

FILED: JUN 16 2003	UBI: 602305167
CORPORATION NUMBER: STATE OF WASHINGTON	

Validation
Val: 06/16/2003 - 291694
\$175.00 on 06/16/2003
Check - 06/11/2003 - 376801

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

Important! Person to contact about this filing Lori Lynn Staley	Daytime Phone Number (with area code) 509-474-4900
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CERTIFICATE OF FORMATION

NAME OF LIMITED LIABILITY COMPANY (LLC) (Must contain the word "Limited Liability Company" "Limited Liability Co." "L.L.C." or "LLC") Signature Genomics Laboratories, LLC	
ADDRESS OF LLC'S PRINCIPAL PLACE OF BUSINESS	
Street Address (Required) West 101 Eighth Avenue City Spokane State WA ZIP 99204	
PO Box (Optional - Must be in same city as street address) P.O. Box 2555 ZIP (If different than street ZIP) 99220-2555	
EFFECTIVE DATE OF LLC (Specified effective date may be up to 90 days AFTER receipt of the document by the Secretary of State)	
<input type="checkbox"/> Specific Date: _____ <input checked="" type="checkbox"/> Upon filing by the Secretary of State	
DATE OF DISSOLUTION (If applicable)	MANAGEMENT OF LLC IS VESTED IN ONE OR MORE MANAGERS <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

>>> PLEASE ATTACH ANY OTHER PROVISIONS THE LLC ELECTS TO INCLUDE <<<

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT		
Name Hollie J. Westly		
Street Address (Required) 717 West Sprague, #1200 City Spokane State WA ZIP 99201		
PO Box (Optional - Must be in same city as street address) _____ ZIP (If different than street ZIP) _____		
I consent to serve as Registered Agent in the State of Washington for the above named LLC. I understand it will be my responsibility to accept Service of Process on behalf of the LLC; to forward mail to the LLC; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.		
Signature of Agent	Printed Name	Date
	Hollie J. WESTLY	6/12/03

NAMES ADDRESSES OF EACH PERSON EXECUTING THIS CERTIFICATE (If necessary, attach additional names and addresses)		
Printed Name	Signature	
Roger F. Chase		
Address P.O. Box 2555 City Spokane State WA ZIP 99220		
Printed Name	Signature	
Address	City	State ZIP
Printed Name	Signature	
Address	City	State ZIP

INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1485)

025-001 (9/00)



314-1457.0
2003

11/07/2003 304978
2.00 Check #122008
Filing ID: 625644
Doc No: 304978-001

STATE of WASHINGTON



SECRETARY of STATE

ARTICLES OF AMENDMENT
LIMITED LIABILITY COMPANY
TITLE 25.15

FILED
SECRETARY OF STATE

NOV 07 2003

STATE OF WASHINGTON

UBI #: 602 305 167

Phone #: 509-474-6840

Pursuant to Title 25.15 the Revised Code of Washington, the undersigned does hereby submits the following amendment(s) to the Limited Liability Company's Certificate of Formation.

1. The name of the Limited Liability Company is: _____
Signature Genomics Laboratories, LLC

(Note: Limited Liability Company named above must be identical to the records of the Office of the Secretary of State)

2. The text of each amendment(s) as adopted is (are) as follows:

2.3 Name. The name of the company is Signature Genomic Laboratories, LLC

(Attach separate sheet if necessary.)

3. This application will be effective upon filing, unless an extended date and/or time appears here: _____

(Note: Extended effective date may not be set at not more than 90 days beyond the date the document is stamped "Filed" by the Secretary of State)

4. This document is hereby executed under penalties of perjury, and is, to the best of my knowledge true and correct.

Dated: October 27, 2003

X [Signature]

(Signature of member or manager)

Kurt Rogers, Treasurer

(Type or Print name and title)

025-003 (1/96)

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SIGNATURE GENOMIC LABORATORIES, LLC**

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Signature Genomic Laboratories, LLC, a Washington limited liability company (the "Company"), is made as of June 30, 2012, by PerkinElmer Health Sciences, Inc., a Delaware corporation ("PerkinElmer Health Sciences"), the sole member of the Company (in such capacity, the "Member").

WHEREAS, the Company was organized in accordance with the Washington Limited Liability Company Act, as amended (the "Act"), upon the filing of a Certificate of Formation therefor with the Secretary of State of the State of Washington (the "Washington Secretary") on June 16, 2003;

WHEREAS, all of the membership interests in the Company, consisting of 10,000 Units, were previously held by PerkinElmer, Inc., a Massachusetts corporation ("PKI"); and

WHEREAS, as a result of the assignment, transfer and contribution by PKI to PerkinElmer Health Sciences on the date hereof of all of the membership interests in the Company, the Company is now held by PerkinElmer Health Sciences.

NOW, THEREFORE, the Member wishes to further amend and restate the limited liability company agreement of the Company in the manner set forth herein.

**ARTICLE I
FORMATION**

SECTION 1.01. Formation. Signature Genomic Laboratories, LLC was organized as a limited liability company pursuant to the Act on June 16, 2003. The Act shall govern the rights and liabilities of the Member, except as otherwise expressly stated.

**ARTICLE II
PRINCIPAL OFFICE; NAME; ETC.**

SECTION 2.01. Principal Office. The principal office of the Company shall be 2820 North Astor Street, Spokane, WA 99207 or such other place as may be determined from time to time by the Manager (as defined below).

SECTION 2.02. Name. The business of the Company shall be conducted under the name of "**Signature Genomic Laboratories, LLC**" or such other name as the Manager may determine from time to time.

SECTION 2.03. Term. The term of the Company commenced on the date that its Certificate of Formation was filed with the Washington Secretary and shall continue until terminated as hereinafter provided.

SECTION 2.04. Resident Agent. The name and address of the Company's resident agent in Washington shall be C T Corporation System, 505 Union Ave. SE, Suite 120, Olympia, Washington 98501. The Manager may change the Company's registered agent from time to time.

SECTION 2.05. Business Ventures. The Member may engage independently or with others in other business ventures of every nature and description, and the Company shall not have any rights in and to such independent ventures or the income or profits derived therefrom.

ARTICLE III
PURPOSE AND POWERS

SECTION 3.01. Purpose. The Company shall be a single member limited liability company organized under the laws of the State of Washington. PerkinElmer Health Sciences shall be the "Member" of the Company. The Company may engage in any and all lawful acts or activities permitted under the Act. The Member intends that the Company be treated as a disregarded entity for federal income tax purposes.

SECTION 3.02. Powers. In furtherance of the purposes of the Company as set forth in Section 3.01 and in addition to those powers provided in the Act, the Company hereby has the additional power and authority to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act.

ARTICLE IV
LIABILITY OF MEMBER

SECTION 4.01. Liability of Member. The Member shall not be liable for the obligations of the Company solely by reason of being a Member. The Member shall not be required to make any additional contributions to the capital of the Company.

ARTICLE V
MANAGEMENT

SECTION 5.01. General. The powers of the Company shall be exercised exclusively by or under the exclusive authority of, and the business and affairs of the Company shall be managed under the exclusive direction and control of, PerkinElmer Health Sciences (in such capacity, the "Manager").

SECTION 5.02. Officers.

(a) If desired, the Manager may appoint one or more officers of the Company, which may include a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. As of the date hereof, the officers of the Company are as follows:

<u>NAME</u>	<u>TITLE</u>
Edward F. Sztukowski	President
David C. Francisco	Treasurer
John L. Healy	Vice President and Secretary
Drew C. Adams	Vice President
James Corbett	Vice President
LeeAnn L. Dennewitz	Vice President
Catherine D. Kashork	Vice President
John R. Letcher	Vice President
Daniel R. Marshak	Vice President
Nadia Altomare	Vice President and Assistant Secretary
Mary E. Potthoff	Vice President and Assistant Secretary
Kevin A. Oliver	Assistant Secretary

(b) Any officer may be removed, either with or without cause, by the Manager.

(c) Any officer may resign at any time by giving written notice to the Manager. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) A vacancy in any office because of death, resignation, removal, disqualification or any other cause may be filled by the Manager.

ARTICLE VI
UNITS

SECTION 6.01. Units. The membership interests of the Company authorized for issuance hereunder consist of 10,000 Units, each such Unit having identical rights, powers and preferences.

ARTICLE VII
CAPITAL CONTRIBUTIONS; ALLOCATIONS; DISTRIBUTIONS

SECTION 7.01. Capital Account; Capital Contributions. As of the date of this Agreement, the Capital Account of the Member is as set forth in the record books of the Company. The Member may make further capital contributions from time to time in such amounts as it shall determine in its sole discretion.

SECTION 7.02. Allocations. All income, gain, loss, deductions and credits of the Company shall be allocated to the Member.

SECTION 7.03. Distribution of Company Funds. After providing for the payment of any amounts due on any indebtedness of the Company and providing for a reasonable reserve for the payment of expenses of the Company, any remaining cash funds of the Company may be distributed or advanced to the Member.

ARTICLE VIII
INDEMNIFICATION

SECTION 8.01. Indemnification of Member and Manager. The Member, the Manager and any former member or manager of the Company (each, an "Indemnified Person") shall be indemnified in the manner and to the full extent permitted by the Act. Each person who at any time is or was a member or manager of the Company, and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he, she or it is or was a member or manager, shall be indemnified against expenses (including attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any such action, suit or proceeding to the fullest extent permitted. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which such member, manager or former member or manager may be entitled under any agreement, or otherwise, and shall continue as to a person who has ceased to be a member or manager and shall inure to the benefit of the heirs, executors and administrators of such person.

ARTICLE IX
FISCAL YEAR; ACCOUNTING; INSPECTION OF BOOKS

SECTION 9.01. Fiscal Year and Accounting. Except as otherwise determined by the Manager, the fiscal year of the Company shall be the calendar year. The books of the Company shall be kept on such method as the Manager shall from time to time determine consistent with generally accepted accounting principles.

SECTION 9.02. Inspection of Books. The books of the Company shall at all times be available for inspection and audit by the Member at the Company's principal place of business during business hours.

ARTICLE X
DISSOLUTION

SECTION 10.01. Events of Dissolution. The Company shall be dissolved on the first to occur of the following events: (a) the Member approves in writing the termination and dissolution of the Company; or (b) the bankruptcy or dissolution of the Member. Notwithstanding the dissolution of the Company, the business of the Company shall continue to be governed by this Agreement until the winding up of the Company occurs.

SECTION 10.02. Distribution Upon Dissolution. Upon dissolution, after payment of, or adequate provision for, the debts and obligations of the Company, the remaining assets of the Company (or the proceeds of sales or other dispositions in liquidation of the Company's assets) shall be distributed to the Member. The Company shall terminate when all property has been distributed to the Member.

ARTICLE XI
GENERAL PROVISIONS

SECTION 11.01. Modification. Except as otherwise provided herein, this Agreement may be amended or modified by the consent of the Member.

SECTION 11.02. Governing Law; Severability. All questions with respect to the construction of this Agreement and the rights and liabilities of the Member shall be determined in accordance with the applicable provisions of the laws of the State of Washington. If any provision of this Agreement, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 11.03. Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine gender, the plural for the singular and the singular for the plural, in any place in this Agreement where the context may require such substitution.

SECTION 11.04. Titles. The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

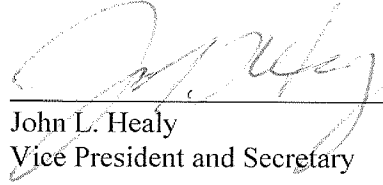
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned sole Member has caused this Agreement to be executed as of the date first written above.

MEMBER:

PERKINELMER HEALTH SCIENCES, INC.

By:



John L. Healy
Vice President and Secretary



Limited Liability Company
See attached detailed instructions

- No Fee for Standard Service
- Expedited Service \$50.00

This Box For Office Use Only

07/17/14 2702690-001
\$0.00 D
tid: 2801348

FILED
SECRETARY OF STATE
JULY 17, 2014
STATE OF WASHINGTON

UBI Number: 602305167

CERTIFICATE OF DISSOLUTION (Domestic/WA)

Chapter 25.15 RCW

SECTION 1

NAME OF LIMITED LIABILITY COMPANY: *(as currently recorded with the Office of the Secretary of State)*
Signature Genomic Laboratories, LLC

MAILING ADDRESS TO RETURN THE COMPLETED DOCUMENT:
940 Winter Street, Attn: J. Pearl

City Waltham State MA Zip Code 02451-1457

SECTION 2

ORIGINAL DATE FOR CERTIFICATE OF FORMATION: 06/16/2003

SECTION 3

REASON FOR DISSOLUTION: *(if necessary, attach additional information)*
Discontinued business operations.

Unanimous written consent of all members received.

SECTION 4

EFFECTIVE DATE OF DISSOLUTION: *(please check one of the following)*

Upon filing by the Secretary of State

Specific Date: _____ *(Specified effective date must be within 90 days AFTER the Dissolution has been filed by the Office of the Secretary of State)*

SECTION 5

MEMBER OR MANAGER SIGNATURE *(see instructions page)*

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

X		John L. Healy / Manager	07/14/2014	781-663-6900
Signature		Printed Name/Title	Date	Phone