

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389338

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900367782		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BioSafe, Inc.		04/29/2016	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gelest BioSystems, LLC		
<b>Street Address:</b>	11 E. Steel Road		
<b>City:</b>	Morrisville		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19006		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3433364	BIOSAFE	
<b>Registration Number:</b>	3337440	BIOSAFE	
<b>Registration Number:</b>	3330890	BIOSAFE	
<b>Registration Number:</b>	3419827	BIOSAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158843500		
<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>	215-887-0200		
<b>Email:</b>	aisztwan@sogtlaw.com		
<b>Correspondent Name:</b>	Alexis Dillett Isztwan		
<b>Address Line 1:</b>	2617 Huntingdon Pike		
<b>Address Line 4:</b>	Huntingdon Valley, PENNSYLVANIA 19006		
<b>NAME OF SUBMITTER:</b>	Alexis Dillett Isztwan		
<b>SIGNATURE:</b>	/Alexis Dillett Isztwan/		
<b>DATE SIGNED:</b>	06/27/2016		
<b>Total Attachments: 4</b>			
source=PDF IP ASSIGNMENT (00976284x9E1D6)#page1.tif			

source=PDF IP ASSIGNMENT (00976284x9E1D6)#page2.tif

source=PDF IP ASSIGNMENT (00976284x9E1D6)#page3.tif

source=PDF IP ASSIGNMENT (00976284x9E1D6)#page4.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of this 29th day of April, 2016 by and between BIOSAFE, INC., a Pennsylvania corporation ("Assignor") and GELEST BIOSYSTEMS, LLC, a Pennsylvania limited liability company ("Assignee").

### BACKGROUND

A. Pursuant to that certain Asset Purchase Agreement of even date between Buyer, Seller and certain shareholders of Seller, with the joinder of Gelest, Inc., a Pennsylvania corporation (the "Agreement"), Assignor has agreed to sell to Assignee certain intangible assets, properties and rights, including, without limitation, the "Business Intellectual Property" (as defined in the Agreement).

B. Pursuant to the Agreement: (i) Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's rights, title and interest in and to the Business Intellectual Property; and (ii) Assignee desires to accept the assignment of the Business Intellectual Property, as more fully provided in this Assignment.

NOW, THEREFORE, in consideration of the purchase price provided in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor warrants and represents to Assignee that Assignor exclusively owns all right, title and interest in and to the Business Intellectual Property transferred to Assignee under this Assignment.

2. Assignor irrevocably sells, assigns, transfers and conveys to Assignee, its successors and assigns, all right, title and interest in and to the Business Intellectual Property, together with all goodwill associated therewith including, without limitation, the following: the goodwill symbolized by any Trademarks (as defined in the Agreement) or, with respect to any Trademark for which an intent to use application has been filed, that portion of the business to which such Trademark pertains; all renewal rights in the Business Intellectual Property; the right to obtain registrations of the Business Intellectual Property and obtain patent or equivalent protection for patents in the United States and throughout the world; the right to all proceeds associated with the Business Intellectual Property; the right to sue and recover any and all damages and profits; and any and all other remedies for past, present or future infringements or violations regarding the Business Intellectual Property, all in Assignee's name alone.

3. Assignor shall prepare to the fullest extent and deliver promptly to Assignee, at Assignee's instruction, any and all instruments and papers that are necessary or desirable, in Assignee's sole discretion, to acquire, maintain, consolidate, confirm, vest or record Assignee's full and complete ownership of and title in the Business Intellectual Property with, for example, the U.S. Copyright Office, the U.S. Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction, including, without limitation, equivalent foreign offices, or with domain name registrars. Assignor by this Assignment authorizes the foregoing entities, agencies and offices to record and register this Assignment upon request by Assignee.

4. Assignor shall take such additional steps and actions, and provide such cooperation and assistance to Assignee and its legal representatives as may be necessary, in Assignee's sole discretion, to effect, evidence or perfect the assignment of the Business Intellectual Property to Assignee, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments,

powers of attorney or other documents. Assignor shall also cooperate with and provide reasonable assistance to Assignee in the Business Intellectual Property prosecution process and in any infringement proceeding associated with the Business Intellectual Property.

5. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise modify the terms of the Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon either of them by the terms of the Agreement, including, without limitation, the representations, warranties, covenants, indemnities and other provisions in the Agreement which survive the consummation of the transactions contemplated in the Agreement.

6. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Assignor and Assignee and their respective successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition of this Assignment, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of Assignor and Assignee and their respective successors and assigns. No person or entity shall be a third party beneficiary of this Assignment.

7. This Assignment shall be governed by the laws of the Commonwealth of Pennsylvania excepting conflicts of laws and without regard to which party drafted this Assignment.

8. In case one or more of the provisions of this Assignment is, for any reason, held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality or unenforceability. Should the amendment or modification of such provision be impossible, this Assignment shall be construed as if it never contained the invalid, illegal or unenforceable provision and such provision shall not affect any other provision of this Assignment.

9. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any party to this Assignment may deliver an executed copy of this Assignment by facsimile or electronic transmission to the other party and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment and Assumption Agreement to be duly executed as of the date first above written.

ASSIGNOR:

BIOSAFE, INC.

BY: *Michael Fisher*  
Name: Michael Fisher  
Title: VP of Sales

ASSIGNEE:

GELEST BIOSYSTEMS, LLC

BY: *Barry Arkles*  
Barry Arkles, President

SCHEDULE 1(a)-1

PATENTS, INVENTIONS AND TRADE SECRETS

1. US 6,572,926
2. US 6,146,688
3. US 7,851,653 - Composition of matter
4. US 7,858,141 - Process patent, with copolymer

SCHEDULE I(a)-2

TRADEMARKS AND COPYRIGHTS

Trademarks:

- |    |                   |               |
|----|-------------------|---------------|
| 1. | Serial #78964257  | Reg. #3433364 |
| 2. | Serial #789864252 | Reg. #3337440 |
| 3. | Serial #78578658  | Reg. #3330890 |
| 4. | Serial #78493768  | Reg. #3419827 |

Copyrights: None