

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iLab Solutions, LLC		08/01/2016	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Agilent Technologies, Inc.		
Street Address:	5301 Stevens Creek Blvd		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95051		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86765572	ILAB SOLUTIONS	
Registration Number:	3523165	ILAB	
CORRESPONDENCE DATA			
Fax Number:	3032919112		
<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:	3032958180		
Email:	docket@hollandhart.com		
Correspondent Name:	Ester Martin Maillaro		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	86719.0627		
NAME OF SUBMITTER:	Ester Martin Maillaro		
SIGNATURE:	/Ester Martin Maillaro/		
DATE SIGNED:	09/26/2016		
Total Attachments: 5			
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Trademark and Domain Name Assignment

This Trademark and Domain Name Assignment is effective as of the 1st day of August, 2016 (“Effective Date”), between iLab Solutions, LLC, a limited liability company organized under the laws of Massachusetts whose address is c/o Tad Fallows, 4316 Fairfax Ave., Dallas, TX 75205 (“Assignor”), and Agilent Technologies, Inc., a corporation organized under the laws of Delaware whose address is 5301 Stevens Creek Blvd., Santa Clara, CA 95051 (“Assignee”).

WHEREAS, pursuant to the Asset Purchase Agreement dated as of June 27, 2016 between Assignor and Assignee (the “Asset Purchase Agreement”), Assignor agreed to assign or cause to be assigned to Assignee all of Assignor’s rights, title and interest in and to certain trademarks and domain names.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

Capitalized terms used in this Trademark and Domain Name Assignment which are not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement.

1. Assignor hereby grants, conveys and assigns to Assignee, on a worldwide basis, all rights, title and interest in and to the trademarks (including trademarks that are registered and those that are pending registration) and Internet domain names listed in Schedule A hereto and in and to all other trademarks, service marks, common law marks, trade names, business names, designs, logos, trade dress, designations of origin or quality used by Assignor, and all other trademark-related rights, including all applications and registrations for each of the foregoing items and including all goodwill associated with and symbolized by each of the foregoing items that are within the Seller IP Rights (the “Assigned Trademark Rights”).

2. Assignor further grants, conveys and assigns to Assignee, on a worldwide basis, all of its rights, title and interest in and to the Assigned Trademark Rights, together with the associated goodwill in the Assigned Trademark Rights and in the business, products, and services symbolized by the Assigned Trademark Rights, including any and all rights, priorities, and privileges of Assignor under the laws of the United States and any of its states, the laws of any other jurisdiction, multinational law, and any compact, treaty, protocol, convention, or organization.

3. Assignor further grants, conveys and assigns to Assignee, on a worldwide basis, all of its rights, title, and interest in and to any and all proceeds, causes of action, rights to sue and bring claims, and all other rights of action or recovery for past, present, and future infringement or other violation of any of the Assigned Trademark Rights, including rights to injunctive relief, damages, enhanced and exemplary damages, attorneys’ fees, costs and expenses and all other legal and equitable remedies.

4. The parties understand and intend that this Trademark and Domain Name Assignment is to be recorded in the United States Patent and Trademark Office and elsewhere around the world as appropriate.

5. This Trademark and Domain Name Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Assignor will sign such additional documents as may be necessary to perfect or record this assignment and to carry out the intent of the parties as reflected in this assignment.

IN WITNESS WHEREOF, the undersigned has caused this Trademark and Domain Name Assignment to be duly executed and delivered as of the Effective Date.

ILAB SOLUTIONS, LLC (Assignor)

By: Tad Fallows
Name: Tad Fallows
Title: Chief Executive Officer

Date: August 1, 2016

AGILENT TECHNOLOGIES, INC. (Assignee)

By: _____
Name:
Title:

Date: _____

IN WITNESS WHEREOF, the undersigned has caused this Trademark and Domain Name Assignment to be duly executed and delivered as of the Effective Date.

ILAB SOLUTIONS, LLC (Assignor)

By: _____

Name: Tad Fallows

Title: Chief Executive Officer

Date: _____

AGILENT TECHNOLOGIES, INC. (Assignee)

By: Shiela Barr Robertson

Name: Shiela Barr Robertson

Title: Senior Vice President

Corporate Development and Strategy

Date: August 1, 2016

SCHEDULE A
To Trademark and Domain Name Assignment

The Assigned Trademark Rights include the following trademark registrations and applications:

Trademark	Registration/ Application No.	Goods
iLab Solutions	U.S. Application Serial No. 86/765,572	Computer software for use in the laboratory for organizing requisitions and orders (Class 9)
iLab	U.S. Reg. No. 3,523,165	Computer software for use in the laboratory for organizing requisitions and orders (Class 9)
iLab	United Kingdom Reg. No. UK00003100652	Computer software; computer software for use in the laboratory for organizing requisitions and orders (Class 9)

The Assigned Trademark Rights include the following Internet domain names:

1. corefacilities.org
2. ilab.solutions
3. ilabmarket.com
4. ilabmarket.org
5. ilabmarketplace.com
6. ilabmarketplace.org
7. ilabsolutions.ch
8. ilabsolutions.com
9. ilabsystems.com
10. ilabu.org
11. ilabusers.com
12. ilabx.com
13. linkedscience.com
14. researchcoupon.com
15. sciencecoupon.com
16. scimarketplace.com
17. ilabsolutions.co.uk