

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SeraCare Life Sciences, Inc.		12/31/2012	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Precision Bioservices, Inc.		
Street Address:	2 Bethesda Metro Center, Suite 850		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3935341	ACCUCCELL	
Registration Number:	4143077	ACCUMUNE	
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<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:	215-568-3100		
Email:	bhipdocket@bakerlaw.com, nfrandsen@bakerlaw.com, jdale@bakerlaw.com		
Correspondent Name:	Nancy Rubner Frandsen		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre, 12th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2891		
ATTORNEY DOCKET NUMBER:	101391.00001		
NAME OF SUBMITTER:	Judy Dale-Paralegal		
SIGNATURE:	/Judy Dale/		
DATE SIGNED:	01/24/2017		
Total Attachments: 7			
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EXECUTION

ASSET PURCHASE AGREEMENT

by and between

SERACARE LIFE SCIENCES, INC.

and

PRECISION BIOSERVICES, INC.

December 31, 2012

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of December 31, 2012, by and between SeraCare Life Sciences, Inc., a Delaware corporation ("Seller" or the "Company") and Precision Bioservices, Inc., a Delaware corporation ("Buyer"). Unless otherwise defined herein, capitalized terms used herein are defined in Exhibit A attached hereto.

WHEREAS, Seller desires to sell or cause to be sold to Buyer all of the Assets, and Buyer desires to purchase such Assets and to assume all of the Assumed Liabilities, upon the terms and subject to the conditions set forth herein;

WHEREAS, on the date hereof, Seller shall have delivered to Buyer a duly executed Non-Competition and Non-Solicitation Agreement in the form of Exhibit B attached hereto;

WHEREAS, on the date hereof, Kathi Shea shall have delivered to Buyer a duly executed Employment Agreement in the form of Exhibit C attached hereto; and

WHEREAS, on the date hereof, Seller and Buyer shall have entered into: (i) a Transition Services Agreement in the form of Exhibit D attached hereto; (ii) a Subcontract in the form of Exhibit E attached hereto; (iii) a Sublease for the Gaithersburg Facility in the form of Exhibit F attached hereto, and (iv) an Assignment and Assumption Agreement for the Frederick Facility Lease in the form of Exhibit G attached hereto, all of which shall become automatically effective at the Closing.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties and covenants herein contained, and intending to be legally bound, the parties hereto hereby agree as follows:

ARTICLE I PURCHASE AND SALE

1A. Purchase and Sale of Assets; Assumption of Liabilities.

(i) Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing Seller shall sell, convey, transfer and assign to Buyer, or cause to be sold, conveyed, transferred and assigned to Buyer, free and clear of all Liens other than Permitted Encumbrances, and Buyer shall purchase from Seller, the Assets for an aggregate amount equal to the Purchase Price.

(ii) Assets. For purposes of this Agreement, "Assets" shall mean all right, title and interest of Seller in the following assets relating to the Business as of the Closing:

(A) all inventories (including existing labeling of such inventories) of stored samples and processed stored samples for testing, raw materials, packaging materials, consigned goods and finished products (including warehoused inventories) that are held or used primarily in connection with the conduct of the Business as conducted as of the Closing including those listed or described further on Schedule 1A(ii)(A);

(B) all rights to stored samples, whether arising out of contracts included in the Assets or statutory or common law rights of Seller as a warehouseman, bailee or otherwise and that are listed or described further on Schedule 1A(ii)(B);

(C) all prepayments and prepaid expenses and cash deposits (other than the security deposits in connection with the Leases) relating primarily to the Business as of the Closing and set forth on Schedule 1A(ii)(C);

(D) (x) cash, in an aggregate amount equal to \$500,000 to provide a minimum amount of working capital for the Business following the Closing Date ("Working Capital"); plus (y) all rights to the receivable associated with work done by the Company for Yale University pursuant to Customer Sales Order DKP1117189 (or, if such amounts have been paid to the Company as of the date hereof, an amount of cash equal to such payments);

(E) all leasehold improvements and all equipment, furniture, fixtures and other tangible assets located at the Subleased Real Property or the Frederick Facility as of the Closing and that are listed or described further on Schedule 1A(ii)(E);

(F) all contracts, agreements, licenses, leases (for both real and personal property, including the Sublease and the Novated Contracts) and other legally binding arrangements, whether oral or written, that relate primarily to the Business and are in existence as of the Closing Date, but not including the Excluded Government Contracts, including those listed or described on Schedule 1A(ii)(F) attached hereto (collectively, the "Contracts"), and all commitments and orders for the purchase and sale of goods (including inventory) and services to the extent relating exclusively to the Business including those listed or described on Schedule 1A(ii)(F) (collectively, the "Purchase Orders");

(G) all computer hardware (including, without limitation, file servers, networking gear, laptops, desktops, monitors and printers), in each case, relating exclusively to the Business and that are listed or described further on Schedule 1A(ii)(G);

(H) all software and related software licenses necessary to operate the Business and that are listed or described further on Schedule 1A(ii)(H);

(I) all trademarks, trade names, copyrights and service marks, and any applications and registrations therefor ("Traditional IP") and all knowhow, licenses, processes, trade secrets, patents and work procedures developed, owned or licensed by Seller to process, treat, modify and protect biological samples (the "Bio IP") and together with the Traditional IP, the "Intellectual Property"), in each case, listed or described on Schedule 1A(ii)(I) attached hereto;

(J) all records, files, data/timesheet information, financial statements, files and other documentation relating to and for purposes of owning the Assets, assumption of the Assumed Liabilities and operating the Business, including without limitation, contract administration (including without limitation the Novated Contracts) and the Subleased Real Property;

(K) All Permits and Regulatory Authorizations primarily related to the Business that are listed or described on Schedule 1A(ii)(K);

(L) all goodwill relating exclusively to the Business; and

(M) All other assets that are held or used primarily in connection with the conduct of the Business as conducted as of the Closing including those listed or described further on Schedule 1A(ii)(M) (the "Miscellaneous Assets").

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

SERACARE LIFE SCIENCES, INC.

By: Harold W. Ingalls
Name: Harold W. Ingalls
Title: Chief Financial Officer

PRECISION BIOSERVICES, INC.


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

SERACARE LIFE SCIENCES, INC.

By: _____
Name: Harold W. Ingalls
Title: Chief Financial Officer

PRECISION BIOSERVICES, INC.

By:  _____
Name: J.B. Mariano Jr.
Title: Vice President

Signature Page to Asset Purchase Agreement

TRADEMARK
REEL: 005972 FRAME: 0631

Schedule 1A(ii)(I)

Intellectual Property

1. AccuCell®
2. AccuMune®

Quality Management System Documents

Corporate Standard Operating Procedures (CSOPs)
Corporate Standard Operating Procedures Forms (CFORMs)
Corporate Templates
QMS - Section 4: Quality Systems
QMS - Section 5: Management Responsibility
QMS - Section 6: Resource Management
QMS - Section 7: Product Realization
QMS - Section 8: Measurement Analysis & Improvement
Section 15000: Equipment Maintenance Procedures
Section 17000: Manufacturing Procedures
Section 18000: Clinical Testing and Product Development Procedures
Section 19000: Molecular Biology Services Procedures
Section 20000: Customer Specification Procedures
Section 21000: Virology & Immunology Procedures
Section 25000: Repository Procedures
Section 27000: Validation Procedures
Certificates of Analysis
Custom Batch Records & Service DHR's
Design Requirements
Design Requirements Traceability Matrix
Device History Records - Finished Goods
Device Master Records
Feasibility Technical Reports
Labels and Product Inserts (aka Package Inserts)
Market Specifications
Part Numbers
Product Specifications
Product Requirements
Raw Material Specifications
Safety Manual Procedures
Study Protocols and Reports
Technical Reports
Training Documents