

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414154

<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>
Sekisui Diagnostics, LLC		12/01/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BioMedica Diagnostics Inc.		
<b>Street Address:</b>	94 Wentworth Road, PO Box 1030		
<b>City:</b>	Windsor		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	B0N 2T0		
<b>Entity Type:</b>	Company: NOVA SCOTIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1509881	ACTICHROME	
<b>Registration Number:</b>	1549773	ACTICLOT	
<b>Registration Number:</b>	1549788	ADI	
<b>Registration Number:</b>	1677309	AMERICAN DIAGNOSTICA	
<b>Registration Number:</b>	2055273	CREATING PRODUCTS FOR LIFE	
<b>Registration Number:</b>	1329408	DIMERTEST	
<b>Registration Number:</b>	1769664	DVVCONFIRM	
<b>Registration Number:</b>	1665643	DVVTEST	
<b>Registration Number:</b>	1514291	SPECTROLYSE	
<b>Registration Number:</b>	1560451	THROMSTOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9148213084		
<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>	9148213084		
<b>Email:</b>	clarke@leasonellis.com, tmdocket@leasonellis.com		
<b>Correspondent Name:</b>	Deirdre A. Clarke		
<b>Address Line 1:</b>	One Barker Avenue, Fifth Floor		
<b>Address Line 4:</b>	White Plains, NEW YORK 10601		

OP \$265.00 1509881

<b>ATTORNEY DOCKET NUMBER:</b>	10470/810565-000
<b>NAME OF SUBMITTER:</b>	Deirdre A Clarke
<b>SIGNATURE:</b>	/deirdre a clarke/
<b>DATE SIGNED:</b>	01/30/2017

**Total Attachments: 11**

source=01646694#page1.tif  
source=01646694#page2.tif  
source=01646694#page3.tif  
source=01646694#page4.tif  
source=01646694#page5.tif  
source=01646694#page6.tif  
source=01646694#page7.tif  
source=01646694#page8.tif  
source=01646694#page9.tif  
source=01646694#page10.tif  
source=01646694#page11.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), dated as of December 1, 2016, is entered into between Sekisui Diagnostics, LLC, a Delaware limited liability company (“**Assignor**”), and BioMedica Diagnostics Inc., a Nova Scotia company (“**Assignee**”) Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 1, 2016 (the “**Purchase Agreement**”), by and between Assignor, Assignee and BioMedica ADI Inc., a Delaware corporation (“**Subsidiary**” and collectively with Assignee, “**Buyers**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Buyers and Buyers have agreed to purchase from Seller, free and clear of all Encumbrances other than Permitted Encumbrances, all of Seller’s right, title and interest in, to and under the Purchased Assets.

WHEREAS, Assignor is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to trademark-related intellectual property and goodwill of the business connected with the use of the trademark-related intellectual property that constitutes a portion of the Purchased Assets, which intellectual property is more particularly described in Exhibit A annexed hereto (the “**Trademark-Related Intellectual Property**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee the entire right, title, interest, benefits, privileges and goodwill in and to the Trademark-Related Intellectual Property;

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire Assignor’s entire right, title, interest, benefits, privileges and goodwill in and to the Trademark-Related Intellectual Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement and this Trademark Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Trademark-Related Intellectual Property.** Assignor hereby sells, assigns, transfers conveys and delivers to Assignee, its successors, assigns and legal representatives, Assignor’s entire right, title, interest, benefits, privileges and goodwill in, associated with and symbolized by the Trademark-Related Intellectual Property and goodwill of the business associated with the Trademark-Related Intellectual Property, including, but not limited to: (a) United States and foreign federal and state registered and common law trademarks, service marks and trade dress; (b) registrations for trademarks, service marks and trade dress and applications for trademarks, service marks and trade dress, including international, national, and regional applications and including, without limitation, the right to renew any registrations, the right to apply for trademark, service mark or trade dress registrations

within or outside the United States based in whole or in part upon the trademarks, service marks and trade dress; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademark-Related Intellectual Property; (d) any and all claims and causes of action with respect to the Trademark-Related Intellectual Property, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right (but not the obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and (e) any priority right that may arise from the trademarks, service marks and trade dress.

2. **Conflict with the Purchase Agreement.** Assignor and Assignee, by their execution of this Assignment, hereby acknowledge and agree that neither the representations and warranties nor the rights and remedies of the Parties under the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this instrument. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

3. **Further Actions.** Assignor hereby covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such Assignee may reasonably request to more effectively consummate the assignments contemplated by this Assignment. Assignor hereby binds its legal representatives, agents, officers, parents, subsidiaries and affiliates, as well as Assignor, to do, upon Assignee's request and at Assignor's expense, and without additional consideration to Assignor or its legal representatives, agents, officers parents, subsidiaries or affiliates, all acts reasonably serving to assure that the Trademark-Related Intellectual Property and the goodwill of the business associated with the Trademark-Related Intellectual Property shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful documents including petitions, specifications, oaths, assignments, disclaimers, and affidavits in form and substance as may be requested by Assignee; and to communicate to Assignee all material facts known to Assignor relating to the Trademark-Related Intellectual Property and the goodwill of the business associated with the Trademark-Related Intellectual Property or the history thereof.

4. **Notices.** Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 9.02 of the Purchase Agreement.

5. **Severability.** If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually

acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

6. **Amendments and Waivers.** This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal 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).

9. **No Third Party Beneficiaries.** This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

\* \* \* \* \*

IN WITNESS WHEREOF, the party hereto has caused this Assignment to be duly executed on its behalf, on the Effective Date.

ASSIGNOR:

SEKISUI DIAGNOSTICS, LLC

By: Eiichi Takahashi

Name: Eiichi Takahashi

Title: Chief Executive Officer

County of Middlesex )  
 )  
State of Massachusetts )


On this 17th day of NOVEMBER, 2016, before me a Notary Public in and for the County and State aforesaid, personally appeared Eiichi Takahashi, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public: Karen P. Chiquet  
Commission Expiration Date: 01/19/2018

(SEAL)

ASSIGNEE:

BIOMEDICA DIAGNOSTICS INC.

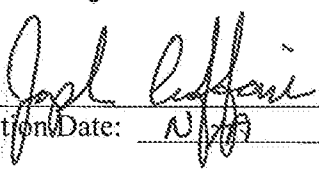
By: 

Name: BRIAN JEFFERS

Title: PRESIDENT AND CEO

County of HANTS )  
Province of NOVA SCOTIA )

On this 29<sup>TH</sup> day of November, 2016, before me a Notary Public in and for the County and Province aforesaid, personally appeared BRIAN JEFFERS, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public:   
Commission Expiration Date: N/A

(SEAL)

**EXHIBIT A**

**Trademark-Related Intellectual Property**

Trademark	Record Owner	Country	Application #	Application Date	Registration #	Registration Date	Status	Renewal Due
ACTICHROME	Sekisui Diagnostics	USA			1,509,881	25-Oct-88	Registered	25-Oct-18
ACTICLOT	Sekisui Diagnostics	Canada	TMA707905		TMA707905	20-Feb-08	Registered	20-Feb-23
ACTICLOT	Sekisui Diagnostics	Spain	2,639,687		2,639,687	29-Aug-05	Registered	3-Mar-25
ACTICLOT	Sekisui Diagnostics	United Kingdom	2386493		2386493	9-Mar-05	Registered	9-Mar-25
ACTICLOT	Sekisui Diagnostics	USA	1,549,77		1,549,773	1-Aug-89	Registered	1-Aug-19
ADI Logo (flag design)	Sekisui Diagnostics	Canada	TMA388,611		TMA388,611	8-Sep-91	Registered	8-Sep-21



Trademark	Record Owner	Country	Application #	Application Date	Registration #	Registration Date	Status	Renewal Due
ADI Logo (flag design)	Sekisui Diagnostics	USA			1,549,788	1-Aug-89	Registered	1-Aug-19
AMERICAN DIAGNOSTICA	Sekisui Diagnostics	Canada	TMA378,505	1/18/1991	TMA378,505	1/18/1991	Registered	18-Jan-21
AMERICAN DIAGNOSTICA	Sekisui Diagnostics	USA			1,677,309	3-Mar-92	Registered	3-Mar-22

Trademark	Record Owner	Country	Application #	Application Date	Registration #	Registration Date	Status	Renewal Due
CREATING PRODUCTS FOR LIFE	Sekisui Diagnostics	USA	2,055,273	22-Apr-97	2,055,273	22-Apr-97	Registered	22-Apr-17
DIMERTEST	Sekisui Diagnostics	UK	1,253,668	4-Nov-85	1,253,668	4-Nov-85	Registered	4-Nov-16
DIMERTEST	Sekisui Diagnostics	USA	73/455266	2-Dec-83	1,329,408	9-Apr-85	Registered	9-Apr-25
DVYCONFIRM	ADI	Australi <sup>a</sup>	622744	17-Feb-04	622744	17-Feb-04	Registered	17-Feb-24
DVYCONFIRM	Sekisui Diagnostics	Benelu <sup>x</sup>		11-Mar-05	586008	3-Nov-05	Registered	16-Jun-25
DVYCONFIRM	Sekisui Diagnostics	Canada	TMA415,869	20-Aug-93	TMA415,869	20-Aug-93	Registered	20-Aug-23
DVYCONFIRM	Sekisui Diagnostics	France	92441606	13-Nov-92	92441606	13-Nov-92	Registered	13-Nov-22
DVYCONFIRM	Sekisui Diagnostics	Germa <sup>ny</sup>	39524545	30-Jun-95	39524545	30-Jun-95	Registered	30-Jun-25
DVYCONFIRM	Sekisui Diagnostics	Italy	714185, renewed as 1143053	16-Jun-97	714185	16-Jun-97	Registered	17-May-25
DVYCONFIRM	Sekisui Diagnostics	Mexico	586152	21-Aug-98	586152	21-Aug-98	Registered	28-Jun-25
DVYCONFIRM	Sekisui Diagnostics	Spain	194707	5-Jul-96	1964707	5-Jul-96	Registered	11-May-25
DVYCONFIRM	Sekisui Diagnostics	USA			1,769,664	11-May-93	Registered	11-May-23

Trademark	Record Owner	Country	Application #	Application Date	Registration #	Registration Date	Status	Renewal Due
DVVCONFIRM (series of 3 marks)®	Sekisui Diagnostics	UK	2,023,953	14-Jun-95	2023953	14-Jun-95	Registered	14-Jun-25
DVVTEST	Sekisui Diagnostics	Australia	A558786	1-Jul-91	A558786	1-Jul-91	Registered	1-Jul-18
DVVTEST	Sekisui Diagnostics	Benelux	503772	1-Jul-01	503772	1-Jul-01	Registered	1-Jul-21
DVVTEST	Sekisui Diagnostics	Canada	410079	26-Mar-93	410079	26-Mar-93	Registered	26-Mar-23
DVVTEST	Sekisui Diagnostics	France	123901247	22-Jun-12	123901247	22-Jun-12		28-Jun-22
DVVTEST	Sekisui Diagnostics	Germany	2,913,324	4-Jul-91	2,913,324	4-Jul-91	Registered	31-Jul-21
DVVTEST	Sekisui Diagnostics	Italy	982412	29-Dec-93	982412	29-Dec-93	Registered	4-Jan-22
DVVTEST	Sekisui Diagnostics	Spain	1,650,485	26-Jul-91	1,650,485	26-Jul-91	Registered	26-Jul-21
DVVTEST (Series of 3 marks)	Sekisui Diagnostics	United Kingdom	2024040	9-Feb-96	2024040	9-Feb-96	Registered	15-Jun-25
DVVTEST	Sekisui Diagnostics	United Kingdom	1,469,835	10-Sep-93	1,469,835	10-Sep-93	Registered	10-Jul-18
DVVTEST	Sekisui Diagnostics	USA	1,665,643	26-Nov-91	1,665,643	26-Nov-91	Registered	26-Nov-21
FEMTELLE	Sekisui Diagnostics	Canada	TMA682,197	23-Feb-07	TMA682,197	23-Feb-07	Registered	23-Feb-22
FEMTELLE	Sekisui Diagnostics	CTM	3652153	15-Apr-08	3652153	15-Apr-08	Registered	9-Feb-24

Trademark	Record Owner	Country	Application #	Application Date	Registration #	Registration Date	Status	Renewal Due
FEMTELLE	Sekisui Diagnostics	India	1708256	8-Jul-08	1708256	8-Jul-08	Registered	9-Jul-18
FEMTELLE	ADI	Japan	5178863	7-Nov-08	5178863	7-Nov-08	Registered	7-Nov-18
FEMTELLE	Sekisui Diagnostics	Mexico	1095919	21-Apr-09	1095919	21-Apr-09	Registered	24-Jul-18
FEMTELLE	ADI	Russia	393001	11-May-09	393001	5-Nov-09	Registered	4-Jul-18
FEMTELLE & Design	ADI	Japan	5245413	3-Jul-09	5245413	3-Jul-09	Registered	3-Jul-19
FEMTELLE & Design	Sekisui Diagnostics	Mexico	1095920	21-Apr-09	1095920	21-Apr-09	Registered	24-Jul-18
MABCO DIMERTEST	Sekisui Diagnostics	Australia	401562	21-Dec-83	401562	21-Dec-83	Registered	21-Dec-24
SPECTROLYSE	Sekisui Diagnostics	Canada	378178	11-Jan-91	378178	11-Jan-91	Registered	11-Jan-21
SPECTROLYSE	Sekisui Diagnostics	France	98711953	7-Jan-98	98711953	7-Jan-98	Registered	7-Jan-18
SPECTROLYSE	Sekisui Diagnostics	Germany	398,00,389	7-Jan-98	398,00,389	7-Jan-98	Registered	31-Jan-18
SPECTROLYSE	Sekisui Diagnostics	Italy	852444	16-Jan-98	852444	16-Jan-98	Registered	16-Jan-18

Trademark	Record Owner	Country	Application #	Application Date	Registration #	Registration Date	Status	Renewal Due
SPECTROLYSE	ADI	Japan	2034616	30-Mar-98	2034616	30-Mar-98	Registered	30-Mar-18
SPECTROLYSE	Sekisui Diagnostics	Spain	2136572	20-Jan-00	2136572	20-Jan-00	Registered	14-Jan-18
SPECTROLYSE	Sekisui Diagnostics	United Kingdom	2154835	6-Jan-98	2154835	6-Jan-98	Registered	6-Jan-18
SPECTROLYSE	Sekisui Diagnostics	USA			1,514,291	29-Nov-88	Registered	29-Nov-18
THROMSTOP	Sekisui Diagnostics	USA		17-Oct-89	1,560,451	17-Oct-89	Registered	17-Oct-19

All intellectual property rights in connection with the Seller's unregistered trademarks LAtrol and ACTISCREEN.

TRADEMARK  
REEL: 005976 FRAME: 0602

RECORDED: 01/30/2017