

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/07/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ImmuCell Corporation		02/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kleen Test Products Corporation		
Street Address:	1611 Sunset Road		
City:	Port Washington		
State/Country:	WISCONSIN		
Postal Code:	53074		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2406502	WIPE OUT	
CORRESPONDENCE DATA			
Fax Number:	4142259753		
<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:	4142259755		
Email:	docketing@boylefred.com		
Correspondent Name:	Boyle Fredrickson, S.C.		
Address Line 1:	840 N. Plankinton Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53203		
ATTORNEY DOCKET NUMBER:	2075.023		
NAME OF SUBMITTER:	Michael S. Brayer		
SIGNATURE:	/Michael S. Brayer/		
DATE SIGNED:	03/10/2017		
Total Attachments: 8			
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NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, ImmuCell Corporation, a corporation of Delaware, ("ASSIGNOR"), was the owner of the entire right, title and interest in and to the trademarks listed on attached Schedule A (hereinafter the "Trademarks") and the goodwill of the business symbolized thereby; and

WHEREAS, Kleen Test Products Corporation, a corporation of Wisconsin ("ASSIGNEE"), previously acquired ASSIGNOR's entire right, title and interest in and to the Trademarks worldwide, and the goodwill of the business symbolized thereby along with the right to recover for damages and profits for any past, present, or future infringements thereof;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment of to ASSIGNOR of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby did and does sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said Trademarks, including the goodwill associated therewith.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance had been or will be made or entered into which would conflict with this assignment and sale.

IMMUCELL CORP.

By: 

Name: Michael D. Boigherman

Title: President and CEO

Date: 2/27/17

KLEEN TEST PRODUCTS CORP.

By: 

Name: Frank C. Debuire

Title: General Counsel

Date: 2/24/2017

Schedule A

Mark	Country	Application Number	Filing Date	Registration Number	Date Registered
WIPE OUT	US	74703290	7/29/1995	3385820	9/12/2000
WIPE OUT	US	75001123	10/3/1995	2406502	9/21/2000

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BILL OF SALE

This BILL OF SALE (this "Agreement"), is dated February 7, 2017, by and between ImmuCell Corporation, a Delaware corporation ("Assignor"), and Kleen Test Products Corporation, a Wisconsin corporation ("Assignee");

In consideration of the transfers, assignments and assumptions provided for herein, and the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee, intending to be legally bound hereby, agree as follows:

1. Bill of Sale; Conveyance and Assignment of Assets. On the terms and subject to the conditions of this Agreement, in consideration for the payment by Assignee to Assignor of \$45,000 on or prior to the date hereof, the Assignor hereby conveys, sells, transfers, assigns and delivers, grants and sets over to the Assignee forever, all right, title and interest in and to only the Purchased Assets (as defined in Exhibit A attached hereto) TO HAVE AND TO HOLD the Purchased Assets unto the Assignee and its representatives, successors and permitted assigns forever from the date hereof. Assignor represents and warrants to Assignee that Assignor owns the Purchased Assets free of all liens and encumbrances and has the authority to convey to Assignee the Purchased Assets. The Purchased Assets will be delivered to Assignee F.O.B. Assignor's facility at 56 Evergreen Drive, Portland, Maine on the date hereof.

EXCEPT AS EXPRESSLY SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, ASSIGNEE IS ACQUIRING THE PURCHASED ASSETS "AS IS, WHERE IS" AND ASSIGNOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY NATURE AS TO THE PURCHASED ASSETS (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ASSIGNEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH OTHER REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY ASSIGNOR OR RELIED UPON BY ASSIGNEE. ASSIGNOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS MADE OR FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT ASSIGNOR UNLESS SUCH WARRANTIES, GUARANTIES, PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION ARE EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN.

2. No Other Conveyances. Assignee agrees and acknowledges that Assignor is conveying only the Purchased Assets, and that no proprietary information of Assignee relating to such Purchased Assets (such as formulation, organism or process data) is to be conveyed or made available to Assignee.

3. General.

3.1 Binding Effects; Benefits; Acknowledgment. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

3.2 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

3.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

3.4 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof.

3.5 Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Either party hereto may, by an instrument in writing, waive compliance by the other party with any term or provision of this Agreement on the part of such other party hereto, and any waiver of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

3.6 Governing Law. This Agreement shall be governed and construed in accordance with the internal Laws of the State of Maine, except if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Agreement in order for this Agreement to be effective with respect to a particular Purchased Asset, then the laws of such jurisdiction shall govern this Agreement, but solely with respect to such Purchased Asset.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

IMMUCELL CORPORATION

By: 

Name: Michael F. Brigham

Title: President and CEO

ASSIGNEE:

KLEEN TEST PRODUCTS CORPORATION

By: 

Name: Frank C. DeGuire

Title: General Counsel

EXHIBIT A

to

Bill of Sale

The Purchased Assets shall be comprised solely of the following items:

1. Elsner model number MPR-36 Automatic Perforator Rewinder (serial no. 28290-008)
2. All spare parts for item 1 in Assignor's possession
3. Assignor's customer list for Wipe Out product sales
4. Filler, sealer and AeroGo plank system used in connection with item 1
5. Wipe Out trademarks (registration nos. 2385820 and 2406502)
(NOTE: separate assignment document required to be filed with the U.S. Patent and Trademark Office to effectuate the assignment).

TRADEMARK ASSIGNMENT

ImmuCell Corporation, a Delaware corporation with its principal place of business at 56 Evergreen Drive, Portland, Maine 04103 ("Assignor"), is the owner of the marks identified in Exhibit A and of the U.S. trademark registrations therefor ("the Trademarks").

Kleen Test Products Corporation, a Wisconsin corporation with its principal place of business at 1611 Sunset Road, Port Washington, WI 53074 ("Assignee"), wishes to acquire the Trademarks.

In consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest in and to the Trademarks, and the right to sue and recover for past infringements, dilution and other violations.

IMMUCELL CORPORATION

By: 

Name: Michael F. Brigham

Title: President and CEO

February 7, 2017

EXHIBIT A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WIPE OUT	2385820	September 12, 2000
WIPE OUT	2406502	November 21, 2000