

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/11/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GE Healthcare UK Limited		12/11/2015	Company: UNITED KINGDOM
General Electric Company		12/11/2015	Corporation: NEW YORK
GE Healthcare Bio-Sciences Corporation		12/11/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Biochrom Limited
Street Address:	Cambourne Business Park, Building 1020, Cambourne
City:	Cambridge
State/Country:	UNITED KINGDOM
Postal Code:	CB23 6DW
Entity Type:	Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77337692	NANOVUE
Serial Number:	86111923	SIMPLINANO

CORRESPONDENCE DATA

Fax Number: 2483513082

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.

Phone: 2487271471

Email: byates@jaffelaw.com

Correspondent Name: Brenda R. Yates

Address Line 1: 535 W. William Street, Suite 400S

Address Line 4: ANN ARBOR, MICHIGAN 48103

ATTORNEY DOCKET NUMBER: HARBIO-IP

DOMESTIC REPRESENTATIVE

Name: Jeremy D. Bisdorf, c/o Jaffe Raitt

Address Line 1: 535 W William Street, Suite 400S

CH \$65.00 77337692

Address Line 4: Ann Arbor, MICHIGAN 48103	
NAME OF SUBMITTER:	Brenda R. Yates
SIGNATURE:	/BRY/
DATE SIGNED:	06/05/2017
Total Attachments: 7 source=GE Trademark Assignment to Biochrom Limited#page1.tif source=GE Trademark Assignment to Biochrom Limited#page2.tif source=GE Trademark Assignment to Biochrom Limited#page3.tif source=GE Trademark Assignment to Biochrom Limited#page4.tif source=GE Trademark Assignment to Biochrom Limited#page5.tif source=GE Trademark Assignment to Biochrom Limited#page6.tif source=GE Trademark Assignment to Biochrom Limited#page7.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (“Assignment”) is dated February 13, 2017, but is effective as of December 11, 2015, by **GE HEALTHCARE UK LIMITED**, a company incorporated in Great Britain and having its registered office at Amersham Place, Little Chalfont, Buckinghamshire, HP7 9NA, Great Britain, **GENERAL ELECTRIC COMPANY**, a corporation incorporated in New York, USA, with offices located at One River Road, Schenectady, New York, 12345, USA, and **GE HEALTHCARE BIO-SCIENCES CORPORATION**, a company incorporated in Delaware and having its registered office at 100 Results Way, Marlborough, Massachusetts, 01752, USA (collectively, “Assignors”, and each individually, an “Assignor”), and **BIOCHROM LIMITED**, a company incorporated in Great Britain and having its registered office at 22 Cambridge Science Park, Milton Road, Cambridge CB4 0FJ, Great Britain (“Assignee”). Assignors and Assignee are each at times referred to as a “Party” and, collectively, as the “Parties”.

WHEREAS, the Assignors own the trademarks set forth on Schedule 1 attached hereto (“Trademarks”);

WHEREAS, the Assignors desire to assign all rights, title, and interests in and to the Trademarks to Assignee; and

WHEREAS, Assignee desires to accept such assignment of Trademarks;

WHEREAS, Assignors makes no warranties or indemnifications whatsoever regarding Assignee’s ability to use, own, license or in any way exploit the Trademarks and Assignor’s rights in the Trademarks are assigned “as is” and Assignors disclaim any and all liability and shall not be responsible for any and all liabilities, third party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorneys’ fees) arising out of or resulting from Assignee’s use of the Trademark.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby sell, assign, transfer, set over, and deliver to Assignee all rights, title and interest in and to the Trademarks, including, but not limited to, the applications and registrations shown in Schedule 1, in respect of all goods and services covered by the specifications thereof, whether registered or unregistered, including trade dress, trademark get-ups, designs and labels, together with the associated goodwill and all common law and related rights thereto, as well as all rights to sue for past, present and future infringement in all jurisdictions of the world where each Assignor has rights.

FURTHERMORE, each Assignor will, at Assignee’s expense, execute and deliver such further instruments including, without limitation, further instruments of assignment and take such further actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries to demonstrate Assignee’s title to the Trademarks. In order to effect the transfer of the Trademarks, each Assignor agrees to provide, at Assignee’s expense, all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further

consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition or other means. The Assignors will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for the Trademarks before any administrative, government or other tribunal and further agrees that it will not utilize or seek to utilize the Trademarks, or any confusingly similar trademarks, or the goodwill associated therewith anywhere in the world.

This Assignment shall be binding upon the successors and assigns of Assignors and Assignee. This Assignment (including any claim or controversy arising out of or relating to this Assignment) and the rights and obligations of the Parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof. This Assignment may be executed in one or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same agreement.

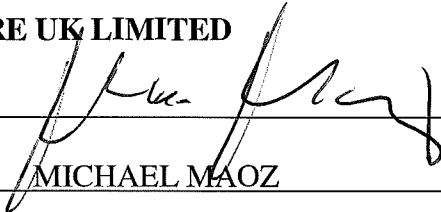
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

GE HEALTHCARE UK LIMITED

Signature



Name

_____ MICHAEL MAOZ _____

Title

_____ Senior Brand Counsel _____

Date

_____ February 13, 2017 _____

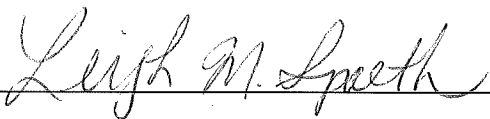
STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

} ss. Norwalk

On this day, the 13th of February, 2017, before me, Leigh M. Spaeth, personally appeared Michael Maoz, on behalf of **GE HEALTHCARE UK LIMITED**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Signature
LEIGH M. SPAETH
NOTARY PUBLIC
My Commission Expires July 31, 2020

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

ASSIGNOR:

GENERAL ELECTRIC COMPANY

Signature 

Name MICHAEL MAOZ

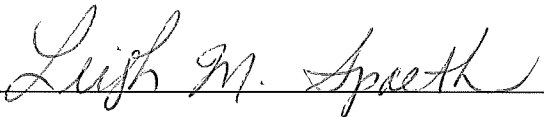
Title Senior Brand Counsel

Date February 13, 2017

STATE OF CONNECTICUT }
COUNTY OF FAIRFIELD } ss. Norwalk

On this day, the 13th of February, 2017, before me, Leigh M. Spaeth, personally appeared Michael Maoz, on behalf of **GENERAL ELECTRIC COMPANY**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Signature

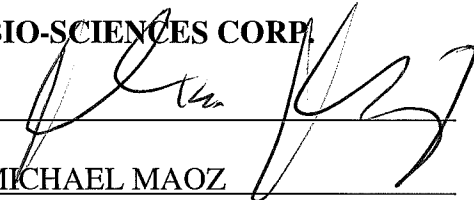
LEIGH M. SPAETH
NOTARY PUBLIC
My Commission Expires July 31, 2020

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

ASSIGNOR:

GE HEALTHCARE BIO-SCIENCES CORP.

Signature



Name

_____ **MICHAEL MAOZ** _____

Title

_____ **Senior Brand Counsel** _____

Date

_____ **February 13, 2017** _____

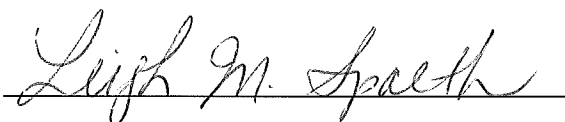
STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

}
ss. Norwalk

On this day, the 13th of February, 2017, before me, Leigh M. Spaeth, personally appeared Michael Maoz, on behalf of **GENERAL ELECTRIC COMPANY**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.


WITNESS my hand and official seal.



Notary Signature
LEIGH M. SPAETH
NOTARY PUBLIC
My Commission Expires July 31, 2020

ASSIGNMENT ACCEPTED:

BIOCHROM LIMITED

Signature 
Name ROBERT GAGNON
Title Chief Financial Officer
Date 02/13/2017

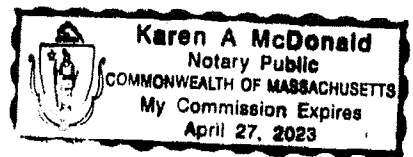
} ss.

On 13 February, 2017, before me, Robert GAGNON, personally appeared ROBERT GAGNON, on behalf of **BIOCHROM LIMITED**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Signature



SCHEDULE 1

Trademark	Status	Country	Renewal Due	Application/Registration No.	Application/Registration No..	Owner	Class and Grade
NANOVUE	Registered	China	27-Mar-20	07-Dec-07/ 28-Mar-10	6424006/ 6424006	GE Healthcare UK Limited	9 Scientific apparatus, namely spectrophotometer for measuring relative DNA/RNA and protein
NANOVUE	Registered	CTM	03-Dec-17	03-Dec-07/ 18-Sep-08	006480842/ 006480842	GE Healthcare UK Limited	9 Scientific apparatus, namely spectrophotometer for measuring relative DNA/RNA and protein
NANOVUE	Registered	Japan	24-Apr-19	07-Dec-07/ 24-Apr-09	2007-121952/ 5225506	GE Healthcare UK Limited	9 Laboratory apparatus and instruments, spectrophotometer for measuring relative DNA/RNA and protein
NANOVUE	Registered	US	03-Feb-19	27-Nov-07/ 03-Feb-09	77337692/ 3570673	GE Healthcare UK Limited	9 Scientific apparatus, namely spectrophotometer for measuring relative DNA/RNA and protein
SIMPLINANO	Pending	Brazil	-	08-Nov-13	840702850	General Electric Company	9 Scientific apparatus, namely spectrophotometer for measuring relative DNA/RNA and protein
SIMPLINANO	Pending	Canada	-	07-Nov-13	1650995	General Electric Company	9 Scientific apparatus, namely spectrophotometer for measuring relative DNA/RNA and protein
SIMPLINANO	Registered	South Korea	05-Dec-24	07-Nov-13/ 05-Dec-14	40201374012/ 402073987	General Electric Company	9 Scientific apparatus, namely spectrophotometer for measuring relative DNA/RNA and protein
SIMPLINANO	Registered	U.S.	23-Jun-25	06-Nov-13/ 23-Jun-15	86111923/ 4761064	General Electric Company	9 Scientific apparatus, namely spectrophotometer for measuring relative DNA/RNA and protein
SIMPLINANO	Registered	<u>WIPO</u> Designating Australia, China, CTM, India, Japan	17-Mar-24	17-Mar-14/ 17-Mar-14	1204180/ 1204180	General Electric Company	9 Scientific apparatus, namely spectrophotometer for measuring relative DNA/RNA and protein