

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nanosphere, LLC		05/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Luminex Corporation		
Street Address:	12212 Technology Boulevard		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78727		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76379383		
Serial Number:	86609804	FLEX	
Serial Number:	78245832	VERIGENE	
CORRESPONDENCE DATA			
Fax Number:	5123225201		
<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:	5123225200		
Email:	jfischer@pirkeybarber.com		
Correspondent Name:	Jason Fischer		
Address Line 1:	600 Congress Avenue, Suite 2120		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Jason Fischer		
SIGNATURE:	/JCF/		
DATE SIGNED:	06/22/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of the date of the last signature below (the “Effective Date”), is made by Nanosphere, LLC (“**Assignor**”), a Delaware limited liability company, located at 1209 Orange Street, Wilmington, Delaware 19801, in favor of Luminex Corporation (“**Assignee**”), a Delaware corporation, located at 12212 Technology Boulevard, Austin, Texas 78727.

WHEREAS, Assignor wishes to convey to Assignee certain trademarks owned by Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark application set forth in Schedule 1 hereto, the transfer of such application accompanies the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing. The transfer of such application shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such application or the validity or enforceability of registrations issuing from such application;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

Nanosphere, LLC

Name: Richard R. Row

Title: Secretary

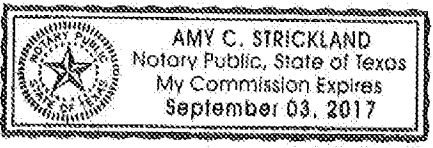
Signature: [Handwritten Signature]

Date: 5/10/17

STATE OR/COUNTRY OF Texas §

COUNTY/ OR CITY OF Williamson §

Before me, the undersigned authority, on this 10 day of May, 2017, personally appeared Richard R. Row known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to execute the same on behalf of Nanosphere, LLC and that he/she executed the same on behalf of the corporation for the purposes and consideration therein expressed.



[Handwritten Signature]
Notary Public

Luminex Corporation

Name: Harris T. Currie

Title: SR VP Finance, CFO

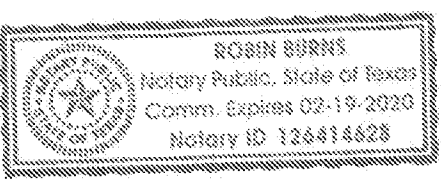
Signature: [Handwritten Signature]

Date: 05/12/17

STATE OR/COUNTRY OF Texas §

COUNTY/ OR CITY OF Travis §

Before me, the undersigned authority, on this 12th day of MAY, 2017, personally appeared Harris T. Currie known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to execute the same on behalf of Luminex Corporation and that he/she executed the same on behalf of the corporation for the purposes and consideration therein expressed.



[Handwritten Signature]
Notary Public

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	App. No.	Class
NANOSPHERE	China	92013169	10
NANOSPHERE	China	92013170	42
VERIGENE	China	3784185	9
VERIGENE	China	3784186	10
VERIGENE	EU	3449931	9, 10
VERIGENE	Hong Kong	300104949	9, 10
NANOSPHERE	Japan	2003-018473	10, 42
VERIGENE	Japan	2015-120881	9, 10
NANOSPHERE	Taiwan	92013169	10
NANOSPHERE	Taiwan	92013170	42
VERIGENE	Taiwan	92064373	9
VERIGENE	Taiwan	92064383	10
Design mark	United States	76/379,383	9, 10
FLEX	United States	86/609,804	9
VERIGENE	United States	78/245,832	9, 10