

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YORKTOWN TECHNOLOGIES, L.P.		05/12/2017	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Glofish LLC		
Street Address:	One Rider Trail Plaza Drive, Suite 300		
City:	Earth City		
State/Country:	MISSOURI		
Postal Code:	63045		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3042917	GLOFISH	
Registration Number:	3538529	GLOFISH	
Registration Number:	3056697	GLOFISH	
Registration Number:	3454323	STARFIRE RED	
Registration Number:	3454322	SUNBURST ORANGE	
Registration Number:	3454321	ELECTRIC GREEN	
Registration Number:	3571114	GLOFISH	
Registration Number:	4280886	GLO	
Serial Number:	87336396	GLOSNAIL	
Registration Number:	5018153	GLOPLANT	
Registration Number:	5018154	GLOFLOWER	
Registration Number:	4183684	GLOFISH	
Registration Number:	4106117	GLOFISH	
Registration Number:	4246375	GLOFISH	
Registration Number:	4618216	GLOFISH	
Registration Number:	4179898	GLOFISH	
Registration Number:	3698457	EXPERIENCE THE GLO	
Registration Number:	4092327	COSMIC BLUE	
Registration Number:	4092328	GALACTIC PURPLE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4135171	GLOFISH
Registration Number:	4493263	GLOFISH
Registration Number:	4281575	GLOFISH
Registration Number:	4407673	GLOFISH
Registration Number:	4193765	GLOFISH EXPERIENCE THE GLO!
Registration Number:	4249457	MAKING SCIENCE GLO!
Registration Number:	4347841	TAKE HOME THE GLO!
Registration Number:	4832154	GLOFISH
Registration Number:	4467174	GLOFISH
Registration Number:	4297857	GLOFISH EXPERIENCE THE GLO!
Registration Number:	4492401	MOONRISE PINK
Registration Number:	5009647	GLOFISH

CORRESPONDENCE DATA

Fax Number: 6123329081
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: 703.684.2529
Email: NLutz@MerchantGould.com, PColeman@MerchantGould.com
Correspondent Name: Nancy H. Lutz
Address Line 1: P.O. BOX 2910
Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	04709.0365USAA
NAME OF SUBMITTER:	Nancy H. Lutz
SIGNATURE:	/Nancy H. Lutz/
DATE SIGNED:	07/06/2017

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 12, 2017, is made by and between Yorktown Technologies, L.P., a Texas limited partnership ("the Assignor") and Glofish LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee entered into that certain Asset Purchase Agreement, dated as of May 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor hereby agrees to sell, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in, to and under all of the Assignor's trademarks listed in the Schedule hereto (the "Trademarks") together with the goodwill associated therewith;

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby purchases and accepts from the Assignor, all of the Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith, and including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right to apply for, make filings with respect to and maintain all registrations, applications and renewals thereof; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) all other rights of any kind whatsoever of the Assignor accruing thereunder.

Section 2. Ownership; No Challenge. The Assignor is the sole owner of all the right, title and interest in, to and under the Trademarks. The Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction, (a) the Assignee's rights, title and interest in and to the Trademarks, or (b) the Assignee's and its affiliates' rights to use and control the Trademarks.

Section 3. Further Assurances. The Assignor agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents, and take all further actions, requested by the Assignee to more fully evidence the Assignee's respective right, title and interest in, to and under the Trademarks, including, without limitation, complying with any and all procedures and requirements of the United States Patent and Trademark Office to effectuate the assignment of the Trademarks.

Section 4. Applicable Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the law of any other state.

Section 5. Entire Agreement. This Agreement, together with the Purchase Agreement, including all schedules and exhibits hereto and thereto, constitute the entire agreement of the parties and supersedes any and all prior agreements between them relating to the subject matter hereof and may not be amended except in writing signed by the party to be bound. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. Waiver of any term or condition of this Agreement by any party hereto shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition of this Agreement.

Section 6. Construction. Nothing in this Agreement is intended to supersede, modify, limit, expand or amend any of the rights or obligations of the parties to the Purchase Agreement. In the event of a conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

Section 7. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than the parties hereto any remedy or claim under or by reason of this Agreement or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions in this Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns.

Section 8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by e-mail of a .pdf, .tif, .jpeg or similar attachment ("Electronic Delivery"), and any such counterpart delivered using Electronic Delivery shall be treated in all manner and respects as an original counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNOR:

YORKTOWN TECHNOLOGIES, L.P.

By GloFish, LLC

By:  _____

Name: *Alan Blake*

Title: *CEO*

ASSIGNEE:

GLOFISH LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNOR:

YORKTOWN TECHNOLOGIES, L.P.

By: _____
Name:
Title:

ASSIGNEE:

GLOFISH LLC

By:  _____
Name: Nathan E. Fagre
Title: Secretary

U.S. Schedule

Title	Status	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
GLOFISH (Stylized)	Registered	United States of America	76/484,776	01/24/2003	3,042,917	01/10/2006
GLOFISH	Registered	United States of America	78/338,844	12/10/2003	3,538,529	11/25/2008
GLOFISH	Registered	United States of America	78/976,220	12/10/2003	3,056,697	01/31/2006
STARFIRE RED	Registered	United States of America	77/003,937	09/21/2006	3,454,323	06/24/2008
SUNBURST ORANGE	Registered	United States of America	77/003,935	09/21/2006	3,454,322	06/24/2008
ELECTRIC GREEN	Registered	United States of America	77/003,933	09/21/2006	3,454,321	06/24/2008
GLOFISH	Registered	United States of America	77/154,312	04/11/2007	3,571,314	02/10/2009
GLO	Registered	United States of America	77/561,136	09/03/2008	4,280,886	01/23/2013
GLOSNAIL	Application Filed	United States of America	87/336,396	02/15/2017		
GLOPLANT	Registered	United States of America	77/548,561	08/15/2008	5,018,153	08/09/2016
GLOFLOWER	Registered	United States of America	77/548,589	08/15/2008	5,018,154	08/09/2016
GLOFISH	Registered	United States of America	77/966,636	03/23/2010	4,183,684	07/31/2012
GLOFISH	Registered	United States of America	77/966,632	03/23/2010	4,106,117	02/28/2012
GLOFISH	Registered	United States of America	77/966,623	03/23/2010	4,246,375	11/20/2012
GLOFISH	Registered	United States of America	85/882,340	03/21/2013	4,618,216	10/07/2014
GLOFISH	Registered	United States of America	85/912,716	04/21/2010	4,179,298	07/24/2012
EXPERIENCE THE GLO	Registered	United States of America	77/702,955	03/31/2009	3,698,457	10/20/2009
COSMIC BLUE	Registered	United States of America	85/282,909	03/31/2011	4,092,327	01/24/2012
GALACTIC PURPLE	Registered	United States of America	85/282,913	03/31/2011	4,092,328	01/24/2012
GLOFISH	Registered	United States of America	85/411,394	08/31/2011	4,135,171	05/01/2012
GLOFISH	Registered	United States of America	85/483,980	11/30/2011	4,493,263	03/11/2014
GLOFISH	Registered	United States of America	85/483,991	11/30/2011	4,281,575	01/29/2013
GLOFISH	Registered	United States of America	85/483,999	11/30/2011	4,407,673	09/24/2013
GLOFISH	Registered	United States of America	85/490,343	12/02/2011	4,193,765	08/21/2012
EXPERIENCE THE GLO! & Design (color)	Registered	United States of America	85/573,522	03/19/2012	4,249,457	11/27/2012
MAKING SCIENCE GLO!	Registered	United States of America	85/573,527	03/19/2012	4,347,841	06/04/2013
TAKE HOME THE GLO!	Registered	United States of America	85/638,983	05/30/2012	4,832,154	10/13/2015
GLOFISH	Registered	United States of America	85/638,973	05/30/2012	4,467,174	01/14/2014
GLOFISH	Registered	United States of America	85/666,823	07/02/2012	4,297,857	03/05/2013
EXPERIENCE THE GLO! & Design (black and white)	Registered	United States of America				

Title	Status	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
MOONRISE PINE	Registered	United States of America	85/846,430	02/11/2013	4,492,401	03/04/2014
GLOFISH	Registered	United States of America	86/979,428	05/01/2014	5,009,647	07/26/2016

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