


900419725 09/01/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ms Thomas Scientific 		09/01/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Thomas Scientific, LLC		
Street Address:	1654 High Hill Road		
City:	Swedesboro		
State/Country:	NEW JERSEY		
Postal Code:	08085		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4644085	THOMAS SCIENTIFIC	
Registration Number:	1310528	THOMAS SCIENTIFIC	
Registration Number:	1347032	THOMAS SCIENTIFIC	
Registration Number:	4566840	THOMAS SCIENTIFIC T	
Registration Number:	1829109	ASCARITE	
Registration Number:	1134932	ASCARITE II	
Registration Number:	1169041	STORMER	
Registration Number:	912932	WILEY	
Registration Number:	713142	THOMAS	
Registration Number:	526688	LUBRISEAL	
Registration Number:	132165	LUBRISEAL	
CORRESPONDENCE DATA			
Fax Number:	9175229573		
<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:	(212) 735-8683		
Email:	msegui@morrisoncohen.com		
Correspondent Name:	Jessica L. Lipson		
Address Line 1:	909 Third Avenue		
Address Line 2:	c/o Morrison Cohen LLP		

CH \$290.00 4644085

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	024273-0005(JLipson)
NAME OF SUBMITTER:	Jessica L. Lipson
SIGNATURE:	/Jessica L. Lipson /
DATE SIGNED:	09/01/2017
Total Attachments: 7 source=THOMAS SCIENTIFIC - Trademark Assignment Agreement (US) (EXECUTED)#page1.tif source=THOMAS SCIENTIFIC - Trademark Assignment Agreement (US) (EXECUTED)#page2.tif source=THOMAS SCIENTIFIC - Trademark Assignment Agreement (US) (EXECUTED)#page3.tif source=THOMAS SCIENTIFIC - Trademark Assignment Agreement (US) (EXECUTED)#page4.tif source=THOMAS SCIENTIFIC - Trademark Assignment Agreement (US) (EXECUTED)#page5.tif source=THOMAS SCIENTIFIC - Trademark Assignment Agreement (US) (EXECUTED)#page6.tif source=THOMAS SCIENTIFIC - Trademark Assignment Agreement (US) (EXECUTED)#page7.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of September 1, 2017 (this "Assignment"), is made and entered into by and among Thomas Scientific, ~~Inc.~~, a New Jersey corporation ("Assignor"), and Thomas Scientific, LLC a Delaware limited liability company (the "Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used but not defined herein shall have the meanings given to such terms in the Contribution Agreement by and between the parties, among others, dated as of the date hereof (the "Purchase Agreement"). MS

WHEREAS, Assignor operates a operates a laboratory and scientific supply business, including through the use of the trademarks and trademark applications set forth in Exhibit A hereto (the "Marks"); and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions, at the expense of Assignee, and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Marks cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Marks) unassignable Marks or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Marks. In the event any such unassignable Marks subsequently become assignable, Assignor

shall promptly take all necessary action to assign such Marks to Assignor, upon request thereof by Assignor.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law. The law of the State of New York shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and

thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

13. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

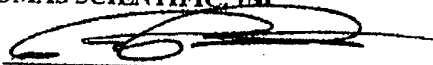
[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

THOMAS SCIENTIFIC, INC.

MS

By: 
Name: _____
Title: _____

ASSIGNEE:

THOMAS SCIENTIFIC, LLC.

By: _____
Name: _____
Title: _____

[Signature Page to U.S. Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

THOMAS SCIENTIFIC, INC. TMS

By: _____
Name: _____
Title: _____

ASSIGNEE:


THOMAS SCIENTIFIC, LLC

By: Adam Glucksmann
Name: Adam Glucksmann
Title: Co-President and Secretary

[Signature Page to U.S. Trademark Assignment Agreement]

EXHIBIT A

U.S. TRADEMARKS

Trademark	Owner	Int'l Class	Goods/Services	App. No.	Reg. No.	Status/Liens
THOMAS SCIENTIFIC	Arthur H. Thomas Company d/b/a Thomas Scientific	35	Mail-order and on-line retail and wholesale store services featuring equipment, instruments, chemicals, supplies and apparel for the scientific community; providing online product information via the Internet related to equipment, instruments, chemicals, supplies, and apparel for the scientific community; on-line ordering services in the field of scientific equipment, instruments, chemicals, supplies, and apparel; distributorship services in the field of equipment, instruments, chemicals, supplies, and apparel for the scientific community; distributorship services in the field of laboratory and science products, namely, chemicals and reagents	86201613	4644085	Registered
THOMAS SCIENTIFIC	Arthur H. Thomas Company d/b/a Thomas Scientific	42	Mail Order Catalog and Distributorship Services in the Field of Scientific Laboratory Equipment	73466299	1310528	Registered
THOMAS SCIENTIFIC	Arthur H. Thomas Company	09	Full Line of Laboratory Equipment, Instruments and Glassware	73466298	1347032	Registered
	Arthur H. Thomas Company d/b/a Thomas Scientific	35	Mail-order and on-line retail and wholesale store services featuring equipment, instruments, chemicals, supplies and apparel for the scientific community; providing online product information via the Internet related to equipment, instruments, chemicals, supplies, and apparel for the scientific community; on-line ordering services in the field of scientific equipment, instruments, chemicals, supplies, and apparel; distributorship services in the field of equipment, instruments, chemicals, supplies, and apparel for the scientific community	86039149	4566840	Registered
ESCARJTE	Arthur H. Thomas Company d/b/a Thomas Scientific	01	sodium hydrate silicate absorbent	74338359	1829109	Registered

TRADEMARK

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ASCARITE II	Arthur H. Thomas Company	01	SODIUM HYDRATE SILICATE ABSORBANT	73202739	1134932	Registered
STORMER	Arthur H. Thomas Company	09	Viscosimeters	73236827	1169041	Registered
WILEY	Arthur H. Thomas Company	07	GRINDING MILLS FOR THE PREPARATION OF MATERIALS SUCH AS AGAR, CEREALS, LEATHER AND WOOD FOR LABORATORY ANALYSIS AND FOR SMALL SCALE PRODUCTION OF THESE MATERIALS IN POWDERED FORM	72339371	912932	Registered
THOMAS	Arthur H. Thomas Company	09	Laboratory Equipment for Chemical, Biological, and Physics Laboratories	72093881	713142	Registered
LUBRISEAL	Arthur H. Thomas Company	04	LUBRICATING AND SEALING COMPOUNDS THE BASE OF WHICH IS A GREASE	71576384	526688	Registered
LUBRISEAL	Arthur H. Thomas Company	04	GREASE FOR STOPCOCKS AND THE LIKE	71124570	132165	Registered