

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459456

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Denville Scientific, Inc.		01/22/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thomas Scientific, LLC		
<b>Street Address:</b>	1654 High Hill Road		
<b>City:</b>	Swedesboro		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08085		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3799122	EZ RACK	
<b>Registration Number:</b>	3827335	DENVILLE	
<b>Registration Number:</b>	3799447	HYBLOT	
<b>Registration Number:</b>	3799123	SHARP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9175229928		
<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>			
<b>Phone:</b>	(212) 735-8628		
<b>Email:</b>	msegui@morrisoncohen.com		
<b>Correspondent Name:</b>	Shruti Chopra		
<b>Address Line 1:</b>	909 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	026457 \0006(SChopra)		
<b>NAME OF SUBMITTER:</b>	Shruti Chopra		
<b>SIGNATURE:</b>	/Shruti Chopra/		
<b>DATE SIGNED:</b>	01/25/2018		
<b>Total Attachments: 10</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of January 22, 2018 (this “**Assignment**”), is made and entered into by and among Denville Scientific, Inc., a Delaware corporation (“**Assignor**”), and Thomas Scientific, LLC a Delaware limited liability company (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement entered into by and between the parties, among others, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, Assignor is in the business of distributing laboratory products consisting of consumables, molecular and cell biology reagents, and benchtop equipment, including through the use of the trademarks set forth in Exhibit A hereto (the “**Marks**”); and

WHEREAS, Assignor desires to assign all of its 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 Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. Unassignable Rights. To the extent Assignor’s right, title and interest in 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) its right, title or interest in any 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 Assignor’s right, title and interest in any such unassignable Marks subsequently become assignable, Assignor shall promptly take all necessary action to assign its right, title and interest in 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. From and after the date hereof, all of Assignor's 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 Purchase Agreement and 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. Assignor and Assignee agree that this Assignment is subject to all the terms and conditions of the Purchase Agreement. This Assignment is intended to effect the sale, assignment, transfer and conveyance of Assignor's right, title and interest in the Marks and nothing contained in this Assignment shall in any way modify, supersede, rescind, waive, exceed, expand, enlarge or in any other way affect the

representations and warranties set forth in the Purchase Agreement. Any breach of this Assignment shall be resolved in the manner set forth in Article 7 of the Purchase Agreement, subject to any exceptions provided for in Section 7.6 of the Purchase Agreement. In the event of a conflict or controversy between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

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:

DENVILLE SCIENTIFIC, INC.

By:   
Name: Jeffrey A. Duchemin  
Title: President

ASSIGNEE:

THOMAS SCIENTIFIC, LLC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to 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.

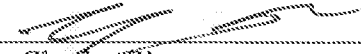
ASSIGNOR:

DENVILLE SCIENTIFIC, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

THOMAS SCIENTIFIC, LLC.

By:  \_\_\_\_\_  
Name: Charles Simmons  
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

**EXHIBIT A**

**1. Registered Trademarks**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Date and Number</b>	<b>Goods and Services</b>
<b>EZ RACK</b>	Denville Scientific, Inc.	Jun. 08, 2010 3799122	Class 09 - Laboratory consumables, namely, pipette tips
<b>DENVILLE</b>	Denville Scientific, Inc.	Aug. 03, 2010 3827335	Class 11 – Hot plates  Class 09 - Housemark for a full line of laboratory products, namely, Exposed X-ray film; Glass tubes for scientific purposes; Laboratory apparatus and instruments, namely, homogenizers; Laboratory apparatus, namely, centrifuges; Laboratory consumables, namely, pipette tips; Laboratory glassware; Laboratory storage tubes; Nano tubes, namely, tubular carbon molecules used in extremely small scale electronic and mechanical applications; Pipettes
<b>HYBLOT</b>	Denville Scientific, Inc.	Jun. 08, 2010 3799447	Class 01 - Assays and reagents for use in genetic research; Assays for research purposes; Chemical preparations for scientific purposes; Chemical reagents for non-medical purposes; Chemical solutions and preparations consisting of pre-mixed reactants and reagents for scientific and research use in connection with amplification, analysis or labeling of nucleic acid; Reagents for scientific or medical research use; Unexposed X-ray film
<b>SHARP</b>	Denville Scientific, Inc.	Jun. 08, 2010 3799123	Class 09 - Laboratory consumables, namely, pipette tips

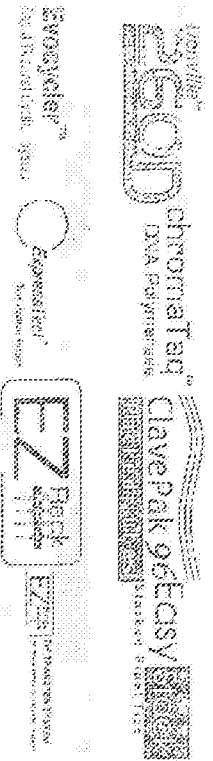


**2. Unregistered Trademarks**

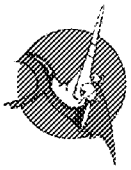
- Denville
- Sharp
- Woodpecker
- PosiClick
- Grasshopper Grip
- EZ Rack
- EasyStack
- ThermoGrid
- RigidStrip
- Direct Amp
- MultiSub
- OmniPage
- HyGLO
- HyGLOSpray
- HyBlocker
- XL3000i
- Isopure
- RampTaq
- ChromaTaq
- Choice-Taq
- Beta Station
- BioRocker
- BlotRocker
- Hyblot CL
- Evocycler
- Mini Mouse
- BlotRocker
- Incublock
- Mega-Frag
- Sure-Pol
- Terminator
- Taq-Pro
- ClearBand
- HYLadder
- XLE
- Octapool
- Fastepper
- Chilliette
- Denville Blue
- Radmark

**DENVILLE**  
SCIENTIFIC INC.

Your Source For  
Research Equipment  
in  
Plastics







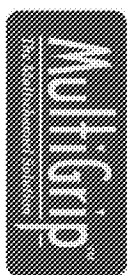
Woodpecker Reloads<sup>®</sup>  
Tip Transfer System

**DENVILLE**  
**SCIENTIFIC INC.**  
A Division of Harvard Bioscience, Inc.

Choice<sup>™</sup> Taq  
DNA Polymerase

hybex<sup>™</sup>  
Media Storage Bottles

KALEIDOSCOPE<sup>™</sup>  
Centrifuge Tubes<sup>™</sup>



**Grasshopper Grip**  
Powder Free Latex Exam Gloves

**Gravitron 12<sup>™</sup>**  
Mini High Speed Centrifuge

**Safepette**  
Serological Pipettes

**SMART<sup>™</sup>**  
**STACK**  
SPACE SAVING PIPET TIPS

**SpinSmart<sup>™</sup>**  
DNA Prep & Purification Kits and Bulk Columns

**Hyblor ES**  
Autoradiography Film

Denville<sup>®</sup>  
**300D**  
SERIAL TRANSMITTANCE

**DENVILLE UltraClear<sup>™</sup>**  
Microscope Slides

**HyBlur CT**  
Autoradiography Film

**GreenDye**<sup>™</sup>  
Safe DNA Dye

**QIApuRE**<sup>™</sup>  
QIA Purification Kits

**QIAamp**  
Genomic DNA  
Amplification Kits

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