

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485158

<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>
Ultra Scientific, Incorporated		07/16/2018	Corporation: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Agilent Technologies, Inc.		
<b>Street Address:</b>	5301 Stevens Creek Blvd.		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95051		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2968385	ULTRA SCIENTIFIC	
<b>Registration Number:</b>	4620053	OMNION	
<b>Registration Number:</b>	4488399	OSI	
<b>Registration Number:</b>	3487888	ULTRASEP	
<b>Registration Number:</b>	1079623	ULTRA-BOND	
<b>Registration Number:</b>	3484382	DATAPAK	
<b>Registration Number:</b>	3556312	ULTRACHECK	
<b>Registration Number:</b>	3566745	ULTRAGOLD	
<b>Registration Number:</b>	3566746	ULTRAGRADE	
<b>Registration Number:</b>	3556313	ULTRAKIT	
<b>Registration Number:</b>	2070972	ULTRAPAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3032958180		
<b>Email:</b>	docket@hollandhart.com		
<b>Correspondent Name:</b>	Ester Martin		
<b>Address Line 1:</b>	P.O. Box 8749		
<b>Address Line 2:</b>	Attn: Trademark Docketing		

OP \$290.00 2968385

<b>Address Line 4:</b>	Denver, COLORADO 80201
<b>ATTORNEY DOCKET NUMBER:</b>	86719.0715
<b>NAME OF SUBMITTER:</b>	Ester Martin
<b>SIGNATURE:</b>	/Ester Martin/
<b>DATE SIGNED:</b>	08/07/2018
<b>Total Attachments: 6</b> source=TM Assignment SIGNED#page1.tif source=TM Assignment SIGNED#page2.tif source=TM Assignment SIGNED#page3.tif source=TM Assignment SIGNED#page4.tif source=TM Assignment SIGNED#page5.tif source=TM Assignment SIGNED#page6.tif	

## Trademark and Domain Name Assignment

This Trademark and Domain Name Assignment is effective as of the 16<sup>th</sup> day of July, 2018 (“Effective Date”), between Ultra Scientific, Incorporated, a corporation organized under the laws of Rhode Island whose address is 250 Smith Street, North Kingstown, Rhode Island 02852 (“Assignor”), and Agilent Technologies, Inc., a corporation organized under the laws of Delaware whose address is 5301 Stevens Creek Blvd., Santa Clara, CA 95051 (“Assignee”).

WHEREAS, pursuant to the Asset Purchase Agreement dated as of May 25, 2018 between Assignor and Assignee and certain other parties, as amended by Amendment No. 1 to Asset Purchase Agreement dated July 16, 2018 (collectively, the “Asset Purchase Agreement”), Assignor agreed to assign or cause to be assigned to Assignee all of Assignor’s rights, title, and interest in and to certain trademarks and domain names.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

Capitalized terms used in this Trademark and Domain Name Assignment which are not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement.

1. Assignor hereby grants, conveys and assigns to Assignee, on a worldwide basis, all of Assignor’s rights, title and interest in and to the trademarks (including trademarks that are registered and those that are pending registration), together with all goodwill associated therewith, and Internet domain names listed in Schedule A hereto and in and to all other trademarks, service marks, common law marks, trade names, business names, designs, logos, trade dress, designations of origin or quality used by Assignor, and in and to all other trademark-related rights, including all applications and registrations for each of the foregoing items and including all goodwill associated with and symbolized by each of the foregoing items that are within the Seller IP Rights (the “Assigned Trademark Rights”).

2. Assignor further grants, conveys and assigns to Assignee, on a worldwide basis, all of its rights, title and interest in and to the Assigned Trademark Rights, together with the associated goodwill in the Assigned Trademark Rights and in the business, products, and services symbolized by the Assigned Trademark Rights, including any and all rights, priorities, and privileges of Assignor under the laws of the United States and any of its states, the laws of any other jurisdiction, multinational law, and any compact, treaty, protocol, convention, or organization.

3. Assignor further grants, conveys and assigns to Assignee, on a worldwide basis, all of its rights, title, and interest in and to any and all proceeds, causes of action, rights to sue and bring claims, and all other rights of action or recovery for past, present, and future infringement or other violation of any of the Assigned Trademark Rights, including rights to injunctive relief, damages, enhanced and exemplary damages, attorneys’ fees, costs and expenses and all other legal and equitable remedies.

4. The parties understand and intend that this Trademark and Domain Name Assignment is to be recorded in the United States Patent and Trademark Office and elsewhere around the world as appropriate.

5. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may reasonably deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder in the Trademark and Domain Name Assignment and the Asset Purchase Agreement. If Assignee is unable to secure Assignor's signature to any document it is entitled to under this Trademark and Domain Name Assignment or the Asset Purchase Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts consistent with this Trademark and Domain Name Assignment to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

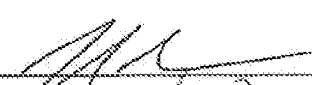
6. This Trademark and Domain Name Assignment will inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

7. This Trademark and Domain Name Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Any such signature page will be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only. This Trademark and Domain Name Assignment may be executed by facsimile or .PDF signature, and a facsimile or .PDF signature will constitute an original signature for all purposes.

IN WITNESS WHEREOF, the undersigned have caused this Trademark and Domain Name Assignment to be duly executed and delivered as of the Effective Date.

-Signatures on following page-

ULTRA SCIENTIFIC, INCORPORATED (Assignor)

By:   
John E. Russo, President (CED)  
As of: July 16, 2018

AGILENT TECHNOLOGIES, INC. (Assignee)

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

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Trademark and Domain Name Assignment to be duly executed and delivered as of the Effective Date.

ULTRA SCIENTIFIC, INCORPORATED (Assignor)

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

AGILENT TECHNOLOGIES, INC. (Assignee)

By:  \_\_\_\_\_

Name: Michael Tang

Title: Senior Vice President, General Counsel and Secretary

Date: July 16, 2018

**SCHEDULE A**  
To Trademark and Domain Name Assignment

The Assigned Trademark Rights include the following trademark registrations and applications:

Trademark	Jurisdiction	Registration/ Application No.
ULTRA SCIENTIFIC	U.S.	Reg. No. 2,968,385
OMNION & Design	U.S.	Reg. No. 4,620,053
OSI & Design	U.S.	Reg. No. 4,488,399
ULTRASEP	U.S.	Reg. No. 3,487,888
ULTRA-BOND	U.S.	Reg. No. 1,079,623
DATAPAK	U.S.	Reg. No. 3,484,382
ULTRACHECK	U.S.	Reg. No. 3,556,312
ULTRAGOLD	U.S.	Reg. No. 3,566,745
ULTRAGRADE	U.S.	Reg. No. 3,566,746
ULTRAKIT	U.S.	Reg. No. 3,556,313
ULTRAPAK	U.S.	Reg. No. 2,070,972
OMNION & Design	European Union	Reg. No. 012516654
OSI & Design	European Union	Reg. No. 012516531
ULTRASCIENTIFIC	China	App. No. 12534172
ULTRA SCIENTIFIC & Design	China	App. No. 12604862
ULTRASTANDARD	China	App. No. 12534363
ULTRAGOLD	China	Reg. No. 12534891
ULTRAGRADE	China	App. No. 12534781
OMNION & Design	China	App. No. 13958570
ULTRACHECK	China	App. No. 12534954
OSI & Design	China	App. No. 15941830
OSI & Design	China	App. No. 13958571

The Assigned Trademark Rights include the following Internet domain names:

1. ultra-sci.com
2. ultrasci.com
3. ultrascientific.com
4. ultrasci.company
5. ultrasci.enterprises
6. ultrasci.life
7. ultrasci.me
8. ultrasci.net
9. ultrasci.online
10. ultrasci.solutions
11. ultrasci.world
12. ultrascientific.company
13. ultrascientific.global
14. ultrascientific.life
15. ultrascientific.me
16. ultrascientific.online
17. ultrascientific.shop
18. ultrascientific.solutions
19. ultrascientific.world
20. ultrasci.org
21. ultrasci.uk
22. ultra-sci.uk
23. ultrascientific.uk