4 \$65.00 441058

ETAS ID: TM505437

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SENSIQ TECHNOLOGIES, INC.		04/05/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PALL CORPORATION
Street Address:	25 Harbor Park Drive
City:	Port Washington
State/Country:	NEW YORK
Postal Code:	11050-1209
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4410584	DISPR
Registration Number:	4531803	ONESTEP

CORRESPONDENCE DATA

Fax Number: 4052287305

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: 405-235-9621

Email: michael.labrie@mcafeetaft.com
Correspondent Name: McAfee & Taft, Michael J. LaBrie

Address Line 1: 211 NORTH ROBINSON

Address Line 2:10th Floor - Two Leadership SquareAddress Line 4:Oklahoma City, OKLAHOMA 73102-7103

NAME OF SUBMITTER:	Michael J. LaBrie
SIGNATURE:	/Michael J. LaBrie/
DATE SIGNED:	01/10/2019

Total Attachments: 5

source=SensiQ Pall Trademark Assignment Executed#page1.tif source=SensiQ Pall Trademark Assignment Executed#page2.tif source=SensiQ Pall Trademark Assignment Executed#page3.tif

> TRADEMARK REEL: 006522 FRAME: 0243

900481069

source=SensiQ Pall Trademark Assignment Executed#page4.tif source=SensiQ Pall Trademark Assignment Executed#page5.tif

TRADEMARK REEL: 006522 FRAME: 0244

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of April 5, 2017, is made by SENSIQ TECHNOLOGIES, INC. ("Seller"), a Delaware corporation, located at 655 Research Parkway, Suite 300, Oklahoma City, Oklahoma 73104, in favor of PALL CORPORATION ("Buyer"), a New York corporation, located at 25 Harbor Park Drive, Port Washington, New York 11050-1209, the purchaser of certain assets of Seller pursuant to a Distribution and Intellectual Property Agreement between Buyer and Seller, dated as of December 30, 2016 (the "Distribution Agreement").

WHEREAS, under the terms of the Distribution Agreement, Seller has agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees/the parties agree as follows:

- 1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller'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 set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof pursuant to the Distribution Agreement;
 - (b) all rights of any kind whatsoever of Seller 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, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense. Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

TRADEMARK
REEL: 006522 FRAME: 0245

- 3. Terms of the Distribution Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Distribution Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Distribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Distribution Agreement and the terms hereof, the terms of the Distribution Agreement shall govern.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 006522 FRAME: 0246

	SELLER:
	Name: CHN CAMMING
	Title: CEO
CTATE OF CON CLARGE	SENSIQ TECHNOLOGIES, INC.
31AIE OF CO.	s:
STATE OF ONLINGONA S COUNTY OF ONLINGONA	in the second
This instrument was acknowledged be	fore merging leb 23, 2017, by Glendo G. Helder
SP3 \$5	Thorne of Olandan
	Value Dalie
(#01014817)	Notary Public My Commission Expires: Oc J. S. J. J. 2017
NOV-1000177 - T VOCUM GIST	My Commission Expires: October 1, 2011 Commission # 01014617
Management of the Control of the Con	
	BUYER:
	838. 8 8.8%.
	Name:
	Title: PALL CORPORATION
STATE OF)	* (####
	ss:
COUNTY OF)	
This instrument was acknowledged be	fore me on, by
(Seal)	
	Notary Public
	My Commission Expires:
	Commission #

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment us of the date first written above.

	SELLER;	
* · · · · · · · · · · · · · · · · · · ·	Name: Title: SENSIG TECHNOMONICS: NAME:	i.i.
STATE OF	SENSIQ TECHNOLOGIES, INC.	
COUNTY OF	ss: ted before me on, by	
(Seal)	ica actore we au	
· Comments	Notary Public	•
	My Commission Evelent	
	My Commission Expires: Commission #	ú.
		i.v
	BUYER:	
	David to Market	
	Name: TEANK T. McFAAN	-00
Vania .	FALL CORPORATION	
TITLE OF LAWAGE		
COUNTYON	\$80	
"Dig instrument was acknowled,	ed before me on 62/22/24/2-	. A
anning of	ed before me on the reference in the same of the same	
	Michael 7 O. etc.	
	Nokkry Public 1	
	My Commission Expires: *\30/1000	
-30-20/_3/	Commission#	
10000 Prince (40 00 40 0 ⁴⁰)		

MICHAEL L. ORVETS NOTARY PUBLIC OSTRICY OF COLLABOR Ny Commission Explose September 20, 2020

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
SENSIQ	3264790	07/17/2007
FASTSTEP KINETICS	4116952	03/27/2012
DISPR	4110584	10/01/2013
ONESTEP	4531803	05/20/2014

Sensity Pall Trademark Assignment Execution

RECORDED: 01/10/2019

TRADEMARK REEL: 006522 FRAME: 0249