

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GERRESHEIMER GLASS INC.		10/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KIMBLE KONTES LLC		
Street Address:	1022 SPRUCE STREET		
City:	VINELAND		
State/Country:	NEW JERSEY		
Postal Code:	08362		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0669879	KIMAX	
CORRESPONDENCE DATA			
Fax Number:	2022937860		
<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:	2022937060		
Email:	tm@sughrue.com		
Correspondent Name:	GARY D. KRUGMAN/SUGHRUE MION, PLLC		
Address Line 1:	2100 PENNSYLVANIA AVENUE, N.W.		
Address Line 4:	WASHINGTON, D.C. 20037		
ATTORNEY DOCKET NUMBER:	S12291		
NAME OF SUBMITTER:	Gary D. Krugman		
SIGNATURE:	/Gary D. Krugman/		
DATE SIGNED:	11/05/2018		
Total Attachments: 12			
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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES (this "Assignment"), is effective as of this 31st day of October, 2016 (the "Effective Date"), by and between Gerresheimer Glass Inc., a Delaware corporation (the "Assignor"), and Kimble Kontes LLC, a Delaware limited liability company (the "Company") (collectively, the "Parties").

WITNESSETH:

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Duran, Inc., Duran Group GmbH, Duran Life Science Holding GmbH, Kimble Chase Life Science and Research Products, LLC, and Kimble Chase Holding LLC, dated September 10, 2016 (the "PSA"), Assignor agreed to convey, transfer, and assign to Duran, Inc., among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment of Trademarks and Domain Names, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, Duran, Inc. has designated the Company as assignee of the Assigned Trademarks and the Assigned Domain Names (defined below);

WHEREAS, Assignor is the (i) owner of the specific trademarks listed on Schedule 1 attached hereto (collectively, the "Assigned Trademarks") that relate to the Company's business, and have agreed to sell, assign and convey to the Company these Assigned Trademarks, including all right, title and interest in and to these Assigned Trademarks;

WHEREAS, except as specified herein, Assignor or its affiliate is the listed registrant of the specific Internet domain names listed on Schedule 2 attached hereto (collectively, the "Assigned Domain Names") that relate to the Company's business, and Assignor has agreed to sell, assign and convey to the Company these Assigned Domain Names, or shall cause its affiliate to sell, assign and convey to the Company these Assigned Domain Names, including all right, title and interest in and to these Assigned Domain Names; and

WHEREAS, the Company desires to accept all of Assignor's right, title and interest in and to the Assigned Trademarks and Assigned Domain Names.

NOW THEREFORE, for good and valuable consideration exchanged by the Company and Assignor, the receipt and sufficiency of which are hereby acknowledged by the Parties:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to the Company all of its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Domain Names, the

Assigned Trademarks, and all goodwill associated with any of Assigned Trademarks; provided, however, that notwithstanding anything to the contrary herein or otherwise, with respect to the kimblechase.cn and kimble-chase.cn domain names (the "Chinese Domain Names"), Assignor shall sell, assign, convey and transfer all of its right to access and use such domain names consistent with past practices as the Chinese Domain Names are owned by Wuxi Weizhiyuang Automobile, Wuxi, China. The foregoing assignment of the Assigned Trademarks and Assigned Domain Names includes the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Assigned Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions of the Assigned Trademarks, (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Trademarks and (d) all other rights of any kind whatsoever of Assignor in or to the Assigned Trademarks or the Assigned Domain Names.

2. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, the Company shall be the sole and exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks and Assigned Domain Names (except with respect to the Chinese Domain Names).
3. Further Assurances. Each of Assignor and the Company agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any documents as may be necessary to assist the Company in recording and effectuating the assignment contemplated herein with the United States Patent and Trademark Office, as well as corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Assigned Trademarks or Assigned Domain Names. The Company shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks, if applicable. Any fees charged by any applicable national or international office or registrar in relation to the recordation of the assignment shall be borne by the Company, and the Company shall promptly reimburse Assignor for any and all such fees actually paid by Assignor.
4. Assignor hereby requests that the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Assigned Trademarks, to record this Assignment.

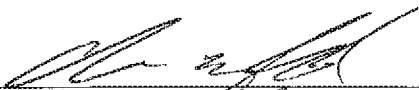
5. Assignor hereby requests that the relevant domain name registrars and any other appropriate domain name registration authorities that exercise authority over the Assigned Domain Names, to transfer the Assigned Domain Names to the Company.
6. Terms of the PSA. The Parties acknowledge and agree that this Assignment is entered into pursuant to the PSA, to which reference is made for a further statement of the rights and obligations of Assignor and Duran, Inc. with respect to the Assigned Trademarks and Assigned Domain Names. The representations, warranties, covenants, agreements, and indemnities contained in the PSA 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 PSA and the terms hereof, the terms of the PSA shall govern.
7. Binding Effect: Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
8. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Each of the Company and Assignor hereby consents to and submits to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.
9. Counterparts; Effectiveness. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date their respective officers thereunto duly authorized.

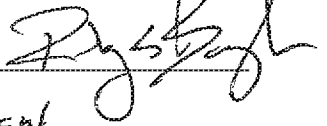
ASSIGNOR:

GERRESHEIMER GLASS INC.

By: 
Name: *Chris Bradford*
Title: *CFO, GGI*

COMPANY (ASSIGNEE):

KIMBLE KONTES LLC

By: Wolff 
Name: WOLFF
Title: CEO + President

SCHEDULE 1 – Assigned Trademarks

Trademark Registrations and Applications

Country	File Number	Trademark	Class	Registration Number	Registration Date	Renewal Date
Argentina	TM1387A-030	KIMAX	21	2276167	4/30/1998	3/10/2019
Argentina	TM1387B-030	KIMAX	09	2276166	4/30/1998	3/10/2019
Argentina	TM1387C-030	KIMAX	10	1666692	4/30/1998	4/30/2018
Australia	TM1387A-001	KIMAX	10	A171408	1/03/1962	1/3/2017
Australia	TM1387B-001	KIMAX	21	A171409	1/03/1962	1/3/2017
Australia	TM1387C-001	KIMAX	09	A171407	1/03/1962	1/3/2017
Benelux	TM1387-051	KIMAX	07, 09, 10, 21	011893	7/5/1971	7/5/2022
Canada	TM1391-002	K & Design	N/A	TMDA041790	7/8/1927	7/8/2022
Canada	TM1387-002	KIMAX	N/A	TMA115802	10/30/1959	10/30/2019
Canada	TM1386-002	KIMBLE	N/A	TMA170724	8/28/1970	8/28/2030
Canada	TM1387A-016	RAY-SORB	N/A	TMA128558	11/2/1962	11/2/2022
China	TM1387A-016	KIMAX	09	5278730	4/28/2009	4/27/2019
China	TM1387B-016	KIMAX	20	5278731	6/28/2009	6/27/2019
China	TM1387C-016	KIMAX	21	5278732	6/28/2009	6/27/2019
China	TM1386C-016	KIMBLE	09	8559904	8/28/2011	8/27/2021

China	TM1386B-016	KIMBLE (in Chinese Characters)	09	5400144	5/28/2009	5/27/2019
China	TM1527A-016	VALUEWARE	09	11251950 (Application number)	7/25/2012 (Application Date)	3/6/2024
China	TM1527B-016	VALUEWARE in Chinese Characters	09	11251949 (Application number)	7/25/2012 (Application Date)	3/6/2024
Denmark	TM1386-023	KIMBLE	09, 10, 21	VR 1968 02850	10/25/1968	10/25/2018
France	TM11395-028	ELONGATED DIAMOND (Logo)	05, 09, 10	1450537	2/18/1988	2/18/2018
France	TM1387-028	KIMAX	09, 10, 11, 21	1319577	8/6/1985	8/6/2025
France	TM1386-028	KIMBLE	09, 10, 17, 19, 20, 21	1615173	6/16/1980	6/16/2020
Germany	TM1387-020	KIMAX	09, 10, 21	875933	8/31/1966	8/31/2016
Guatemala	TM1387A-057	KIMAX	09	90338	4/15/1998	4/13/2018
Guatemala	TM1387B-057	KIMAX	10	91231	4/24/1998	4/22/2018
Guatemala	TM1387C-057	KIMAX	21	90339	4/15/1998	4/13/2018
Guatemala	TM1386A-057	KIMBLE	10	109170	2/19/2001	2/18/2021
Guatemala	TM1386B-057	KIMBLE	21	112533	8/31/2001	8/30/2021
Ireland	TM1387-009	KIMAX	09, 21	70846	8/2/1966	8/2/2021

Israel	TM1386A-008	KIMBLE	09	24812	7/27/1965	7/27/2024
Israel	TM1386B-008	KIMBLE	10	24813	7/27/1965	7/27/2024
Israel	TM1386C-008	KIMBLE	17	24814	7/27/1965	7/27/2024
Israel	TM1386D-008	KIMBLE	21	24815	7/27/1965	7/27/2024
Japan	TM1386-004	KIMBLE	09, 10	2349916	11/29/1991	11/29/2021
Mexico	TM1387-010	KIMAX	13	106252	1/27/1962	6/1/2021
Mexico	TM1386A-010	KIMBLE	21	127429	2/3/1966	11/5/2020
Mexico	TM1386B-010	KIMBLE	10	127430	11/5/1965	11/5/2020
Mexico	TM1386C-010	KIMBLE	09	127431	11/5/1965	11/5/2020
Mexico	TM1392-010	SAFE-GARD	17	285800	1/10/1983	1/10/2023
Nicaragua	TM1387-065	KIMAX	09	8505 C.C.	6/5/1978	6/3/2018
Panama	TM1386A-126	KIMBLE	09	30188	12/15/2002	12/15/2022
Panama	TM1386B-126	KIMBLE	21	031109	3/30/1983	3/30/2023
Peru	TM1387A-069	KIMAX	09	16010	6/8/1955	6/8/2025
Peru	TM1386A-069	KIMBLE	10	13475	9/25/1967	9/25/2022
Peru	TM1386B-069	KIMBLE	09	13317	9/25/1967	9/25/2022
Peru	TM1386C-069	KIMBLE	21	13476	9/25/1967	9/25/2022
Spain	TM1387-038	KIMAX	10	587166/2	4/24/1969	4/24/2019

Switzerland	TM1387-037	KIMAX	09, 10, 11, 17, 21	P351 042	8/8/1966	8/8/2026
Switzerland	TM1386-037	KIMBLE	09, 10, 11, 17, 21	P344 188	3/24/1986	8/18/2025
Taiwan	TM1387A-006	KIMAX	15	31967	9/1/1968	8/31/2018
Taiwan	TM1387B-006	KIMAX	19	31238	7/1/1968	6/30/2018
United Kingdom	TM1387-019	KIMAX	09, 10, 21	902753	9/12/1966	12/9/2021
U.S.	S12294	K (Design – Over Elongated Diamond)	09	0381836	10/8/1940	10/8/2020
U.S.	S12293	K (Design)	09	0164311	2/20/1923	2/20/2023
U.S.	S12291	KIMAX	09	0669879	11/18/1958	11/18/2018
U.S.	S12309	KIMAX	09	2238585	4/13/1999	4/13/2019
U.S.	S12324	KIMAX	09	0677087	4/14/1959	4/14/2019
U.S.	S12327	KIMAX	21	0762327	12/31/1963	12/31/2023
U.S.	S12276	KIMAX-51	09	0761955	12/24/1963	12/24/2023
U.S.	S12282	KIMBLE	09	0915671	6/29/1971	6/29/2021
U.S.	S12284	KIMBLE	21, 26, 33, 44	0883223	12/30/1969	12/30/2019
U.S.	S12274	KIM-KAP	09	2315681	2/8/2000	2/8/2020
U.S.	S12307	LUBRI-FLO	09	0720315	8/22/1961	8/22/2021
U.S.	S12292	MICRO-VIAL	09	2290713	11/2/1999	11/2/2019
U.S.	S12278	Opticlear (Design)	21	0535037	12/19/1950	12/19/2020
U.S.	S12277	RAY-SORB	09	0729408	4/3/1962	4/3/2022

U.S.	S12281	SAFE-GARD	17	0734675	7/17/1962	7/17/2022
U.S.	S12304	SAFE-GARD	09	0780289	11/17/1964	11/17/2024
U.S.	S12288	SOLVENT SAVER	21	1085537	2/14/1978	2/14/2018
Venezuela, Bolivian Republic of	TM1392A- 074	SAFE-GARD	21	F-131307	9/22/1987	9/22/2027

SCHEDULE 2 -- Assigned Domain Names

Internet Domain Names

Gerresheimer Glass Inc. or its affiliate is listed as the registrant of the following internet domains/urls:

1. kimble-chase.com
2. kimblechase.com
3. kimble-chase.de
4. kimblechase.de
5. kimble-chase.mx
6. kimblechase.mx
7. kimble-chase.net
8. kimblechase.net
9. kimble-chase.org
10. kimblechase.org
11. labglass.kimble-chase.com
12. lp.kimble-chase.com
13. tl.kimble-chase.com
14. xref.kimble-chase.com
15. certs.kimblechase.com
16. kimble-chase.co.uk
17. kimblechase.co.uk
18. kimblechase.cn (owned by Wuxi Weizhiyuan Automobile, Wuxi, China)
19. kimble-chase.cn (owned by Wuxi Weizhiyuan Automobile, Wuxi, China)
20. kimax.info
21. kimble.biz
22. kimbleedu.com
23. kimble.cn
24. kimble.com.cn
25. kimble.ru
26. kimble.jp
27. kimble.in
28. kimble.ind.in
29. kimble.tw
30. kimble.sg
31. kimbleglass.info
32. kimbleglass.net.cn
33. kimbleglass.org.cn
34. kimbleglass.tw
35. kimblekontes.info
36. kimble-kontes.info
37. kimblepharma.info
38. kimble-tubular.biz

- 39. kimble-tubular.com
- 40. kimble-tubular.info
- 41. kimble-edu.com
- 42. kontes.com
- 43. kontes.info
- 44. kontes.tw