

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508808

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900474821		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Twentyfirst Century Biochemicals, Inc.		01/04/2013	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rockland Immunochemicals, Inc.		
<b>Street Address:</b>	321 Jones Boulevard		
<b>City:</b>	Pottstown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19464		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4102232	EPI-PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6103210505		
<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>	6103215500		
<b>Email:</b>	ssiana@sianalaw.com		
<b>Correspondent Name:</b>	Stephen V. Siana, Esquire		
<b>Address Line 1:</b>	941 Pottstown Pike, Suite 200		
<b>Address Line 4:</b>	Chester Springs, PENNSYLVANIA 19425		
<b>NAME OF SUBMITTER:</b>	Steven V. Siana		
<b>SIGNATURE:</b>	/Steven V. Siana/		
<b>DATE SIGNED:</b>	02/05/2019		
<b>Total Attachments: 31</b>			
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**AMENDMENT TO PURCHASE AGREEMENT**

THIS AMENDMENT TO PURCHASE AGREEMENT ("Agreement"), is made this 4th day of February, 2019, by and between TWENTYFIRST CENTURY BIOCHEMICALS, INC., having a place of business at 260 Cedar Hill St, Marlborough, MA 01752 ("Seller"), and ROCKLAND IMMUNOCHEMICALS, INC. having a place of business at 321 Jones Boulevard, Pottstown, PA 19464 ("Buyer").

**WITNESSETH:**

WHEREAS, Buyer and Seller entered into a written Purchase Agreement dated January 4th, 2013 (the "Purchase Agreement") for certain Assets, Novus Antibody Products, Inventory, Customer Information and Intellectual Property; and

WHEREAS, the parties hereto desire to further clarify the nature and extent of the interests in the Intellectual Property transferred from Seller to Buyer in the written Purchase Agreement.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, do hereby agree as follows:

1. **TRANSFER OF THE GOODWILL ASSOCIATED WITH TRADEMARKS**

(a) The Purchase Agreement is hereby revised to include the following amendment with respect to §1(a)(4) therein; set forth fully with modification as follows:

(4) All technology, technological rights or licenses, trademarks, marks, tradenames, patents, patents pending, trade secrets, designs, know-how, copyrights, all quality assurance, technical, testing and other data related to the 21<sup>st</sup> Century Antibody Products and the Novus Antibody Products including, but not limited to, all files, documents and records related to such products, the Novus Agreements or any rights granted therein, including the ownership of and right to use trademarks and tradenames and all goodwill associated therewith (for example, the Epi-Plus trademark) (all of the foregoing one collectively referred to as the "Intellectual Property").

2. ENTIRE AGREEMENT; AMENDMENTS

With the exception of the Purchase Agreement, and the Amendment of Purchase Agreement of even date herewith, the Purchase Agreement and this Agreement (i) contain the entire agreement among the parties hereto with respect to the subject matter hereof, (ii) supersede all prior written agreements and negotiations and oral understandings, if any, with respect thereto, and (iii) may not be amended or supplemented except by an instrument or counterparts thereof in writing signed by the parties.

3. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

5. RATIFICATION OF PURCHASE AGREEMENT

In all other respects, the Purchase Agreement is hereby ratified and confirmed.

6. COUNTERPART SIGNATURES

This Agreement and the acknowledgement and acceptance of the conditions hereof may be executed in counterparts, each of which shall be considered an original but constituting one and the same document.

IN WITNESS WHEREOF, this Amendment to Purchase Agreement has been made, executed and delivered the day and year first above written.

SELLER:

ATTEST:

TWENTYFIRST CENTURY BIOCHEMICALS, INC

By: 

Name: Jordan B. Fishman, Ph.D

Its: President

BUYER:

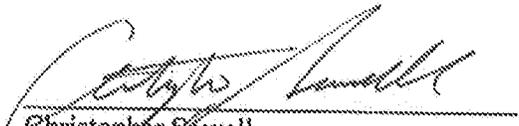
ATTEST:

ROCKLAND IMMUNOCHEMICALS, INC.

By: 

Name: Richard H. Smith

Its: Chief Operating Officer

  
Christopher Sowell

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 4th day of January 2013 ("Closing Date"), by and between TWENTYFIRST CENTURY BIOCHEMICALS, INC., having a place of business at 260 Cedar Hill Street, Marlborough, MA 01752 ("Seller"), and ROCKLAND IMMUNOCHEMICALS, INC., having a place of business at 650 Englestown Road, Boyertown, Pennsylvania 19512 ("Buyer").

WHEREAS, Seller is in the business of developing, engineering, manufacturing, marketing and selling certain products;

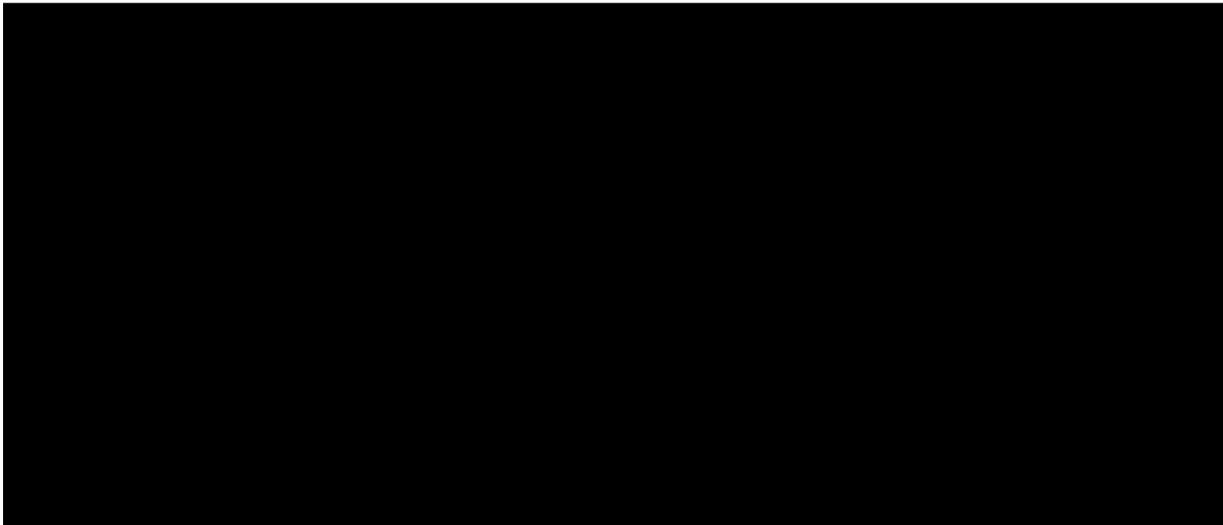
WHEREAS, Seller is the owner of a Catalog Antibody Division as well as certain Assets, Novus Antibody Products, Inventory, Personal Property, Customer Information and Intellectual Property as such terms are hereinafter defined;

WHEREAS, Seller desires to sell to Buyer the Catalog Antibody Division as well as certain Assets, Novus Antibody Products, Inventory, Customer Information and Intellectual Property; and

WHEREAS, Buyer desires to purchase Seller's Catalog Antibody Division as well as certain Assets, Novus Antibody Products, Inventory, Customer Information and Intellectual Property under the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Sale and Purchase of Assets; Assignment of Novus Agreements; and Purchase Price.**
  - a. **Sale and Purchase of Catalog Antibody Division, Customer Information, Inventory and Intellectual Property.**





(3) All antibody inventory, including existing finished product, raw materials, and work in process relating to the 21<sup>st</sup> Century Antibody Products and the Novus Antibody Products and all inventory records relating to the Catalog Antibody Division (all of the foregoing are collectively referred to as the "Inventory").

(4) All technology, technological rights or licenses, trademarks, marks, tradenames, patents, patents pending, trade secrets, designs, know-how, copyrights, all quality assurance, technical, testing and other data related to the 21<sup>st</sup> Century Antibody Products and the Novus Antibody Products including, but not limited to, all files, documents and records related to such products, the Novus Agreements or any rights granted therein, including the ownership of and right to use trademarks and tradenames (for example, the Epi-Plus trademark) (all of the foregoing one collectively referred to as the "Intellectual Property").

All the foregoing set forth in this Section 1.a. are collectively referred to as "Assets."

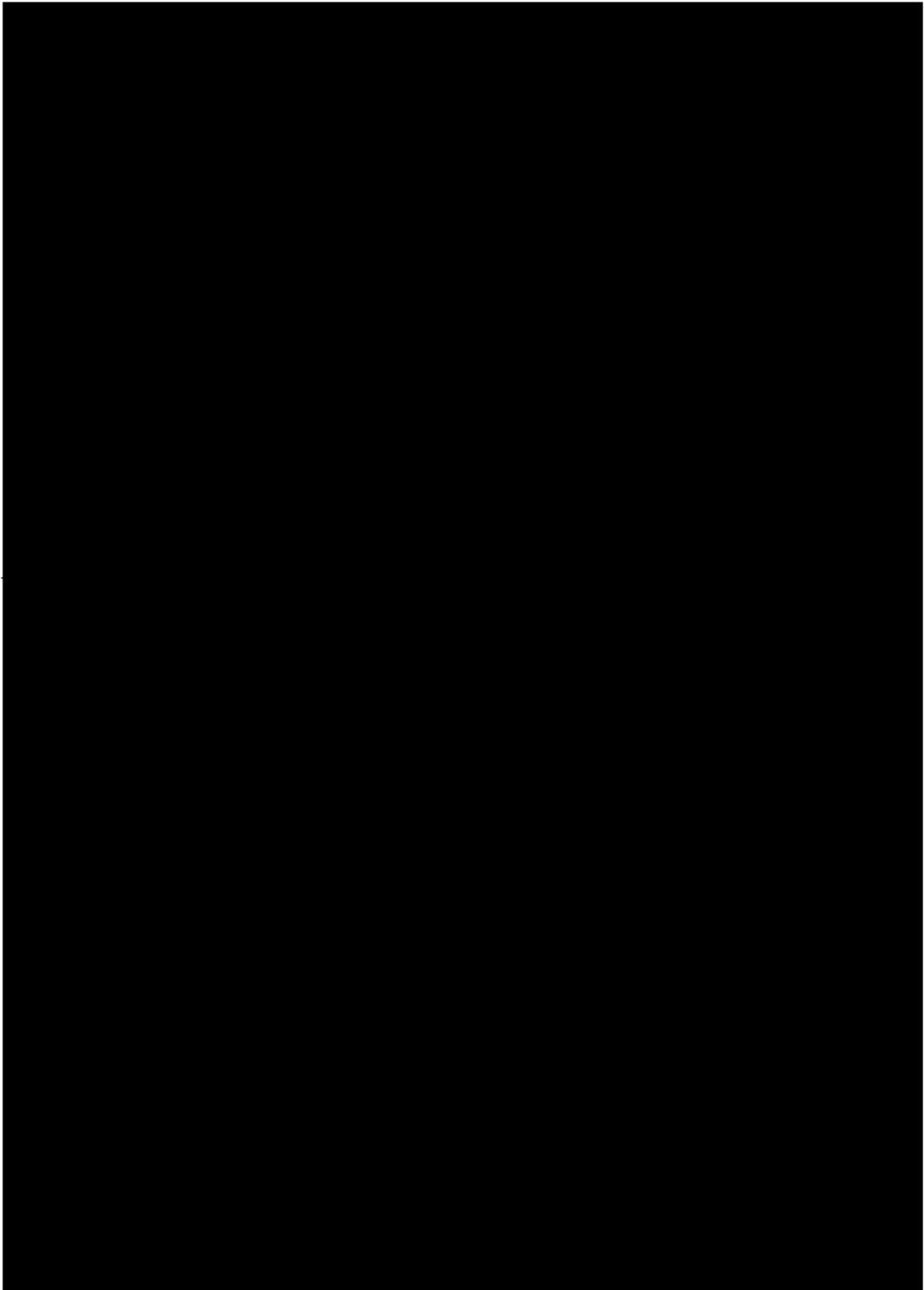
- b. **Assignment of Novus Agreements.** Buyer and Seller do hereby agree to the terms of the Assignment Agreement entered between and among Buyer, Seller and Novus executed contemporaneously herewith ("Assignment Agreement").
- c. **Purchase Price.** The Assets shall be purchased contemporaneously upon execution of this Agreement  pursuant to the payment terms set forth herein (the "Purchase Price").

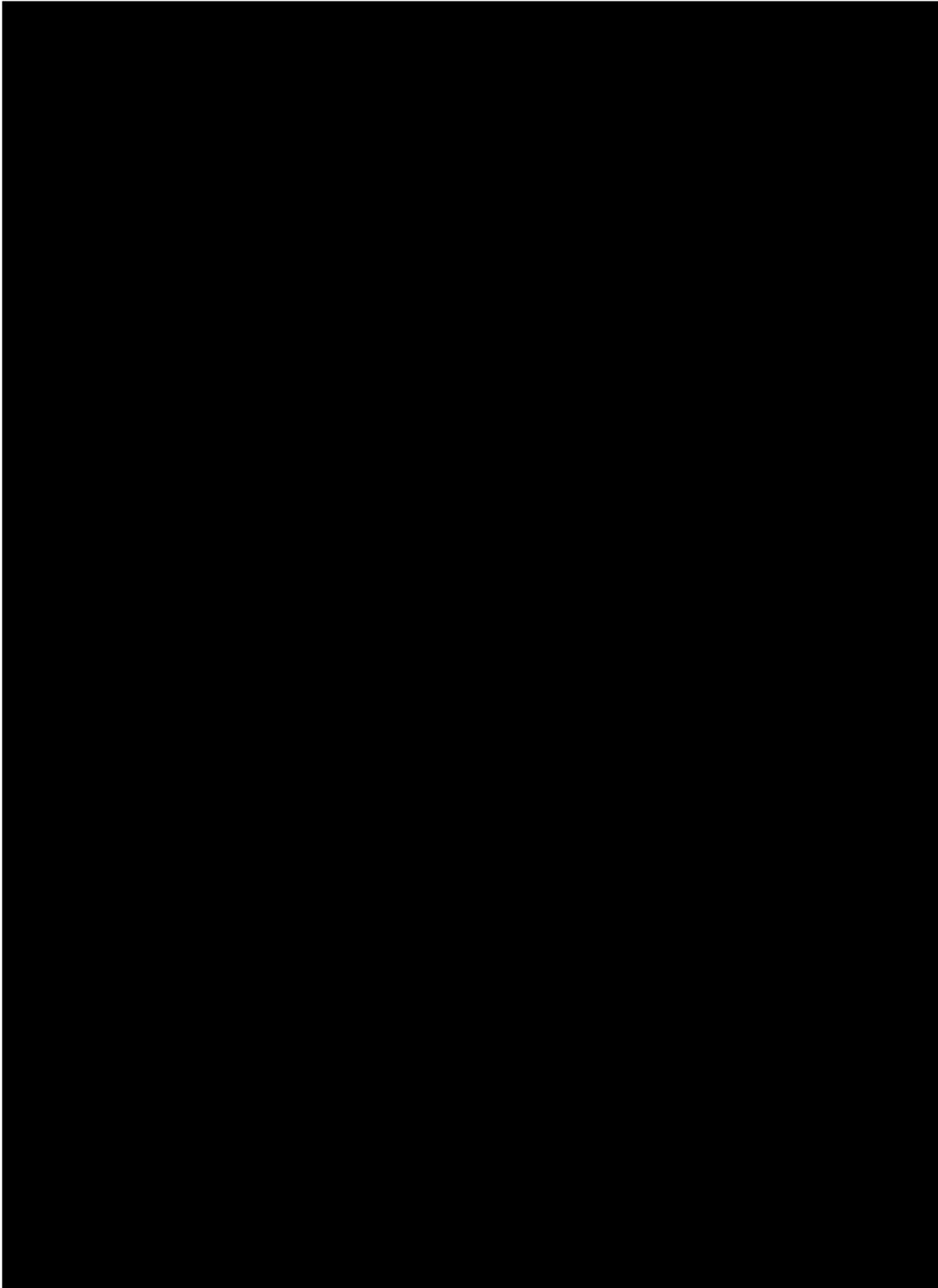


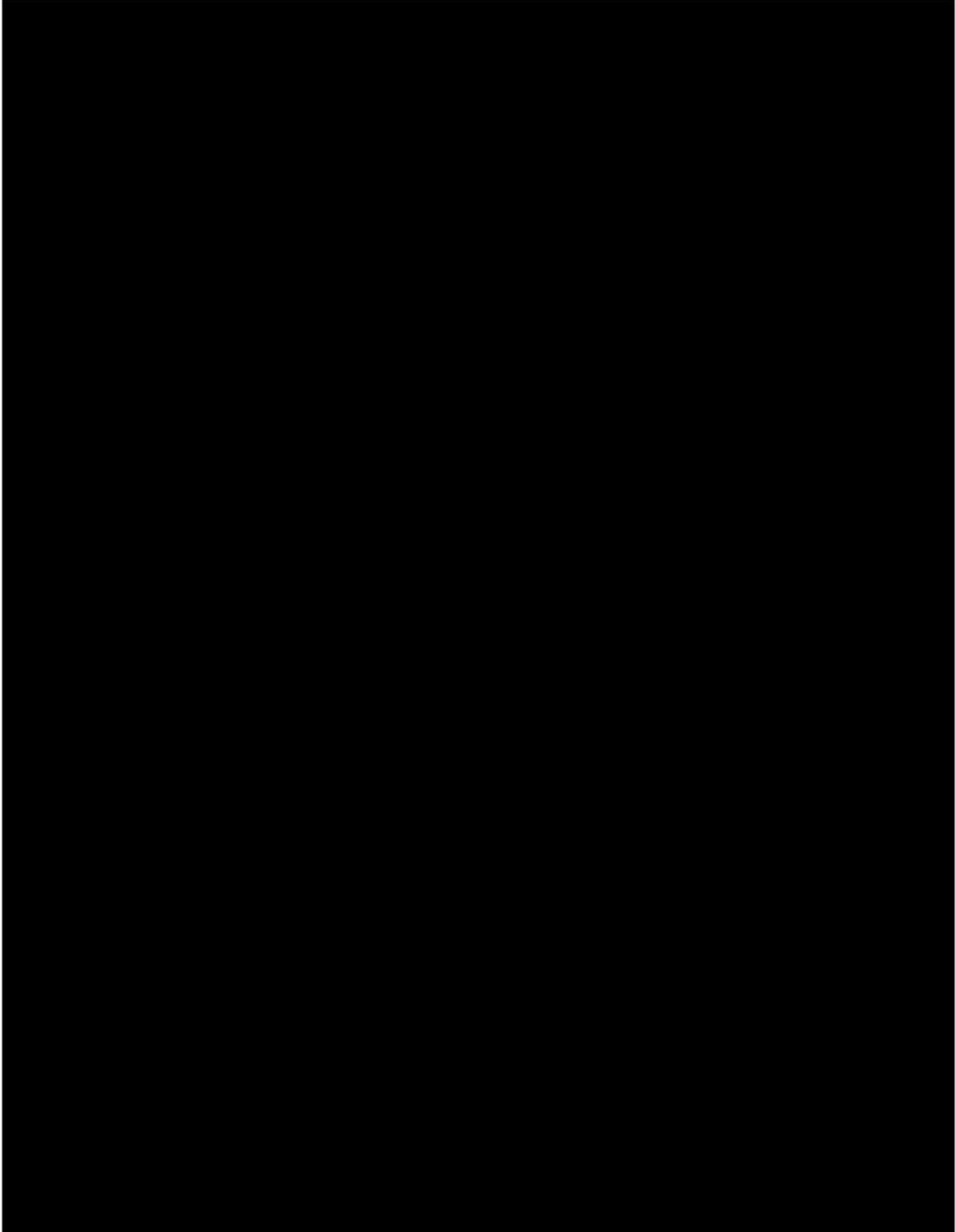
**3. Transfers.**

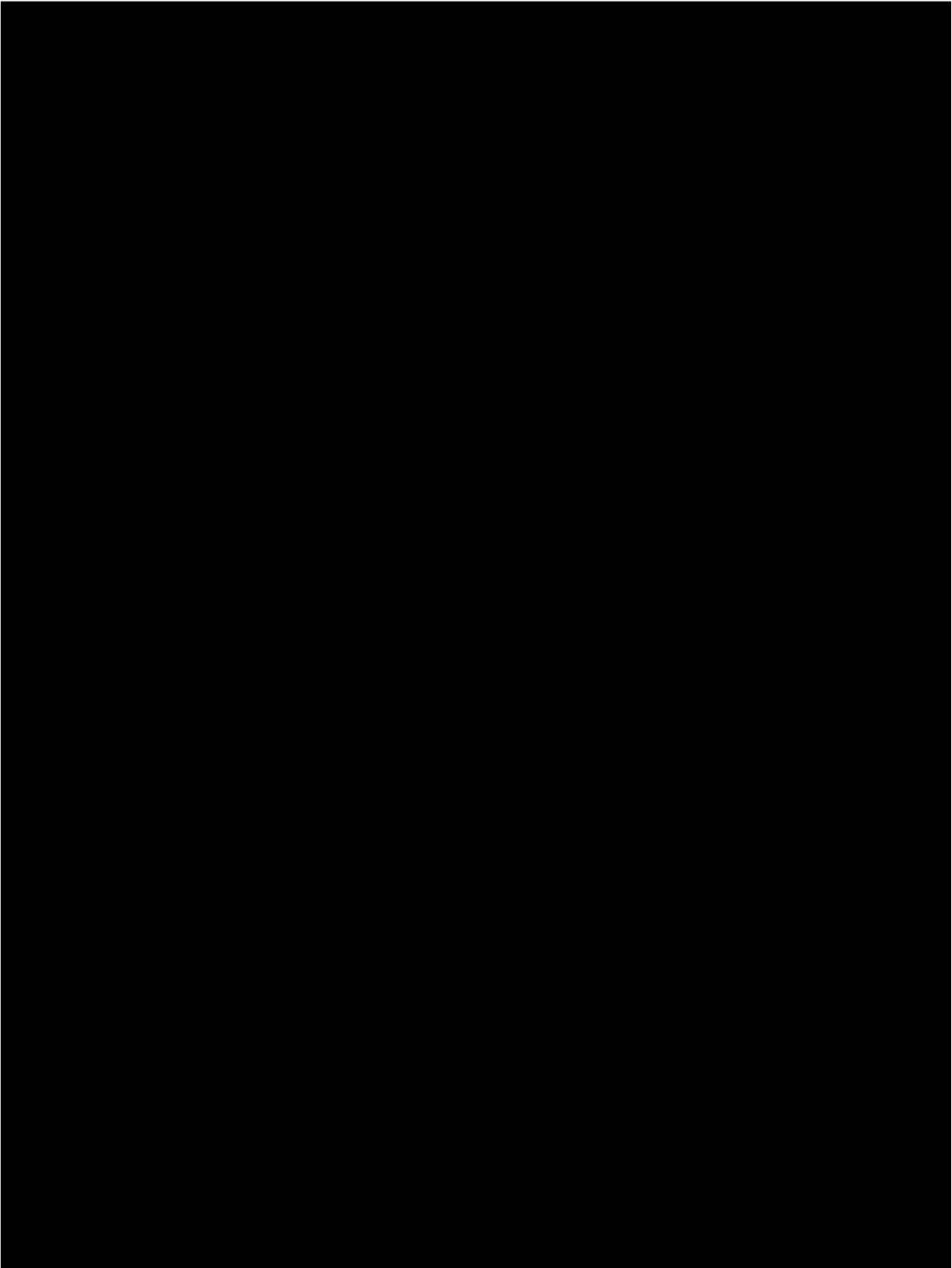
Contemporaneously upon execution of this Agreement, Seller will transfer legal title to the Assets via bill of sale as set forth in Exhibit B and thereafter provide other documentation reasonably requested by Buyer.

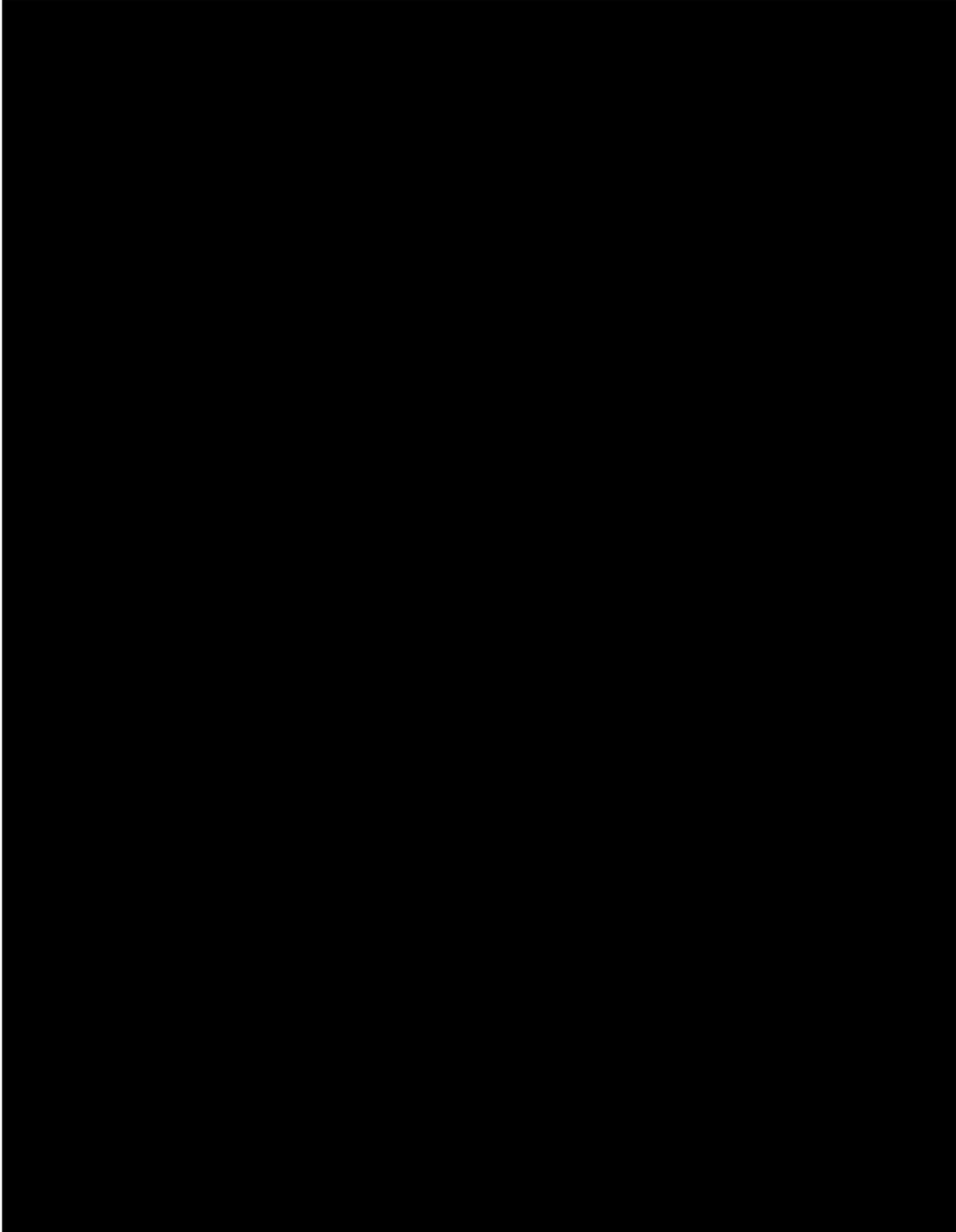


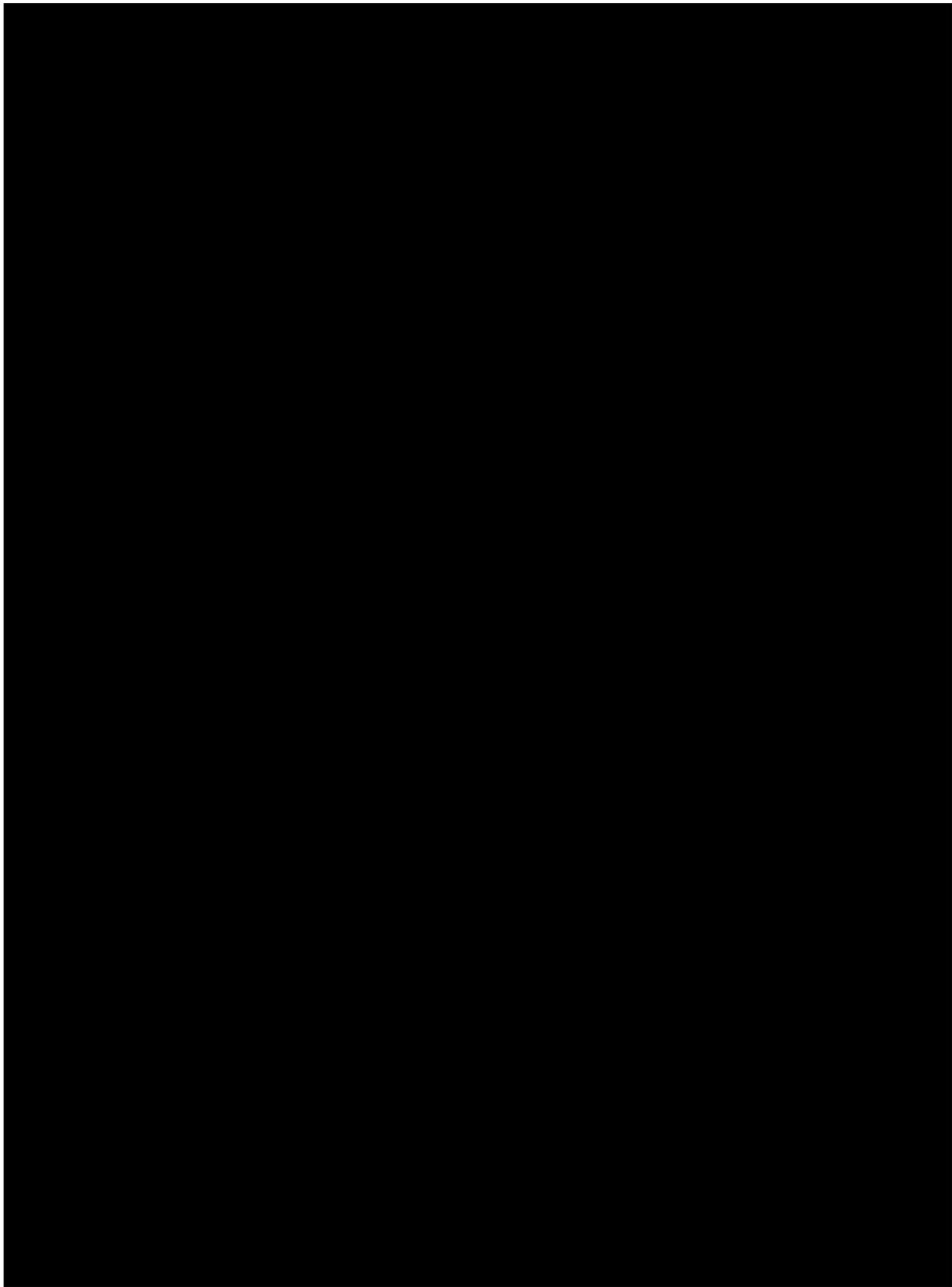


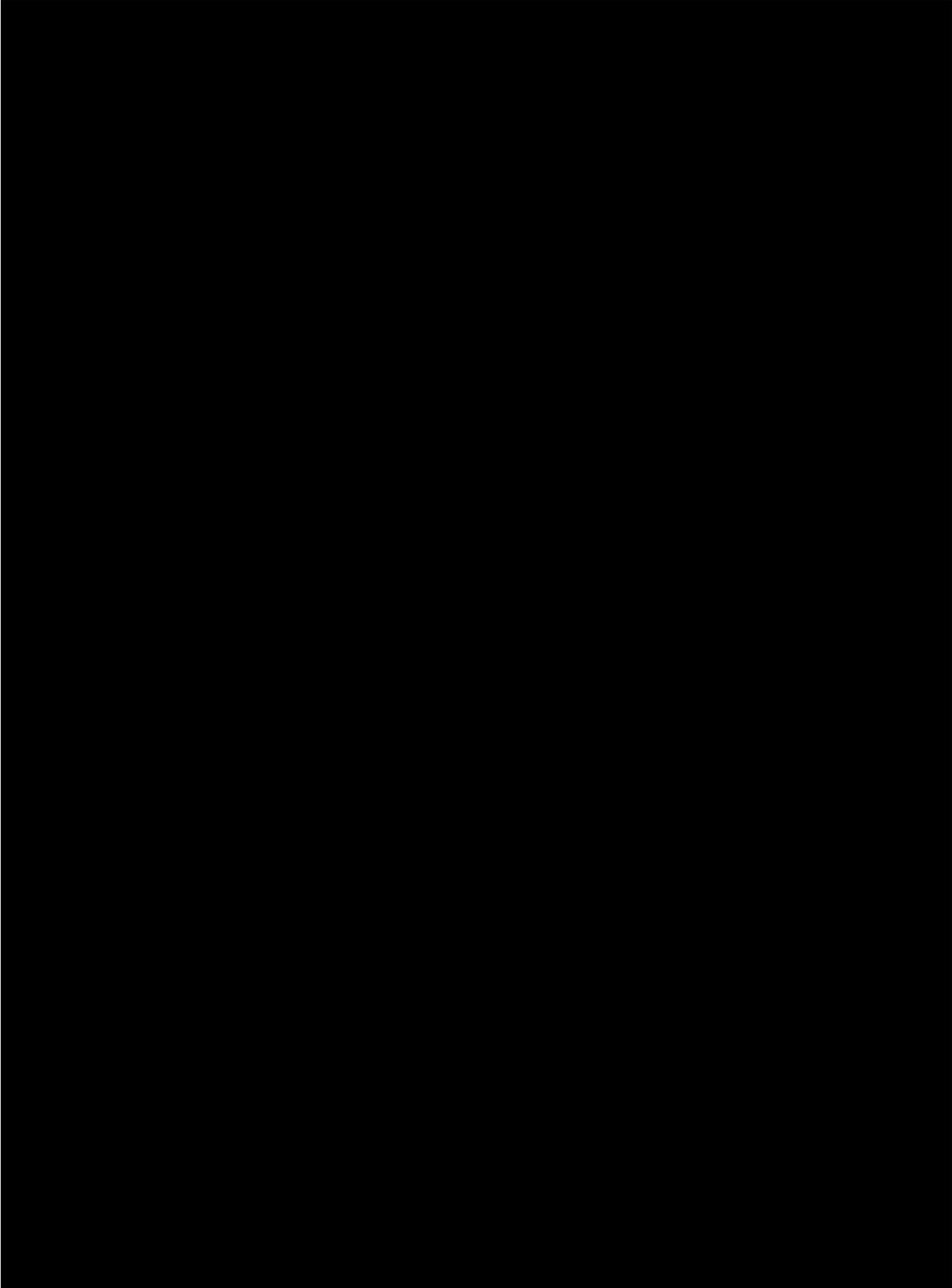


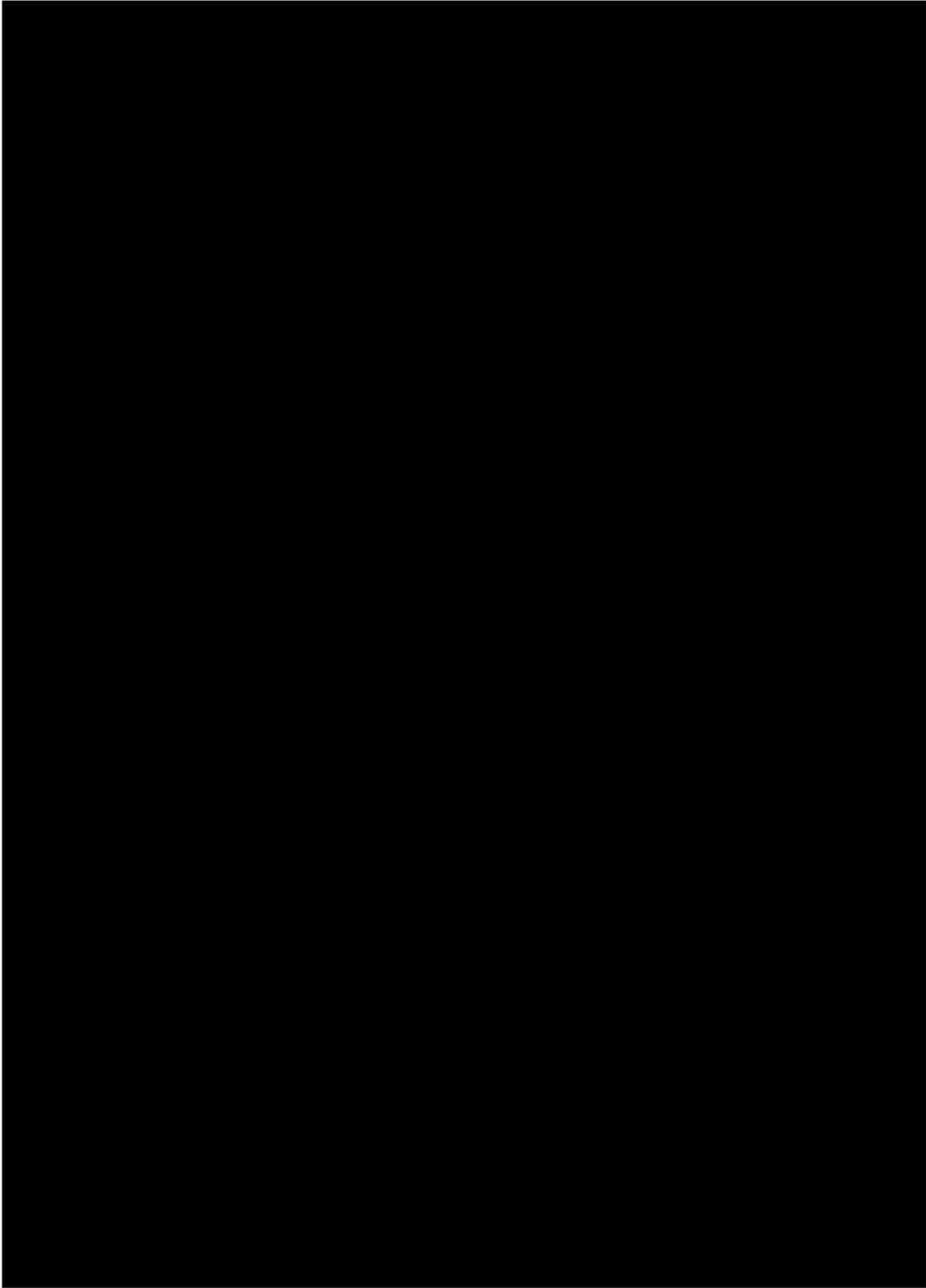


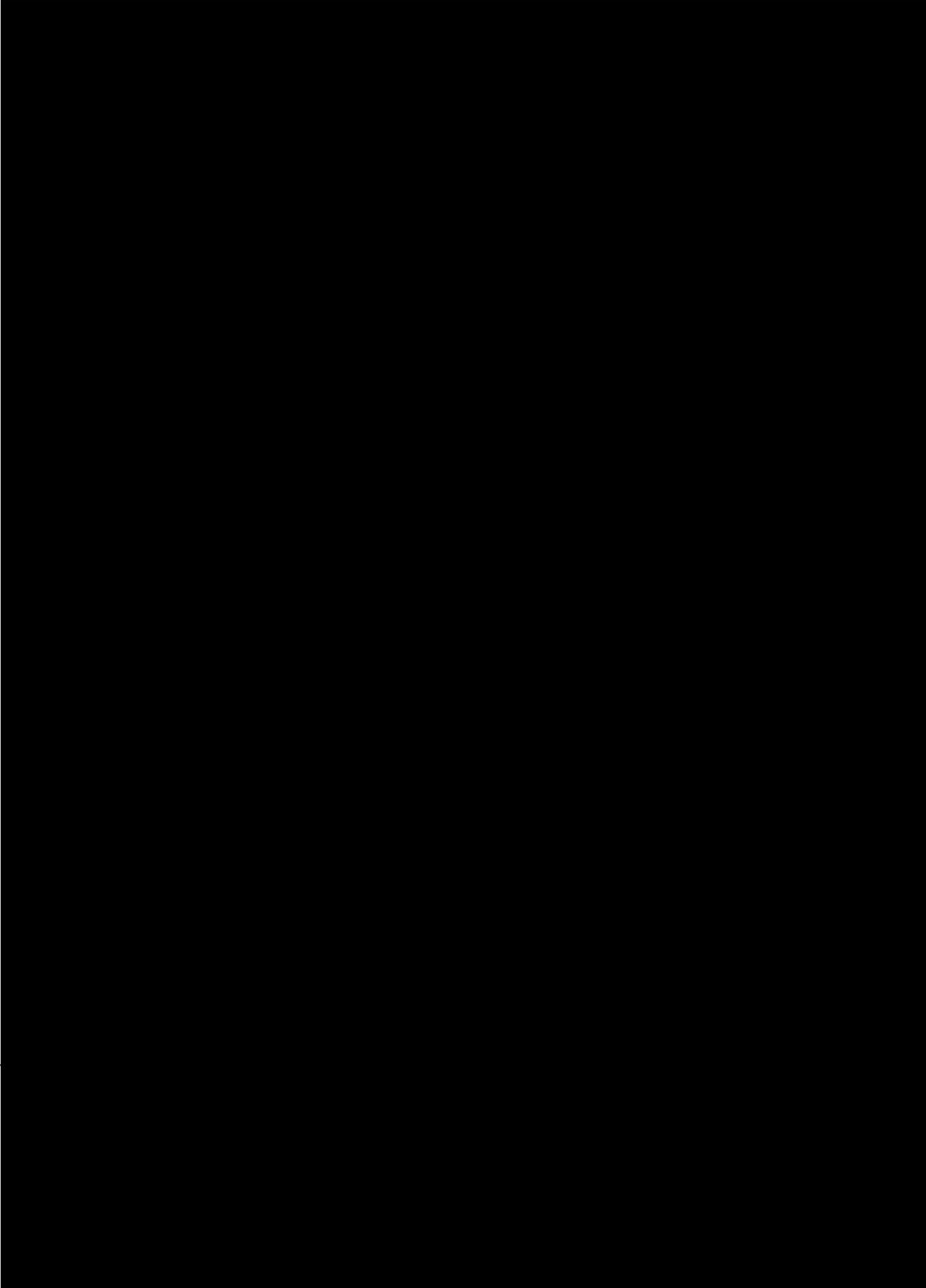


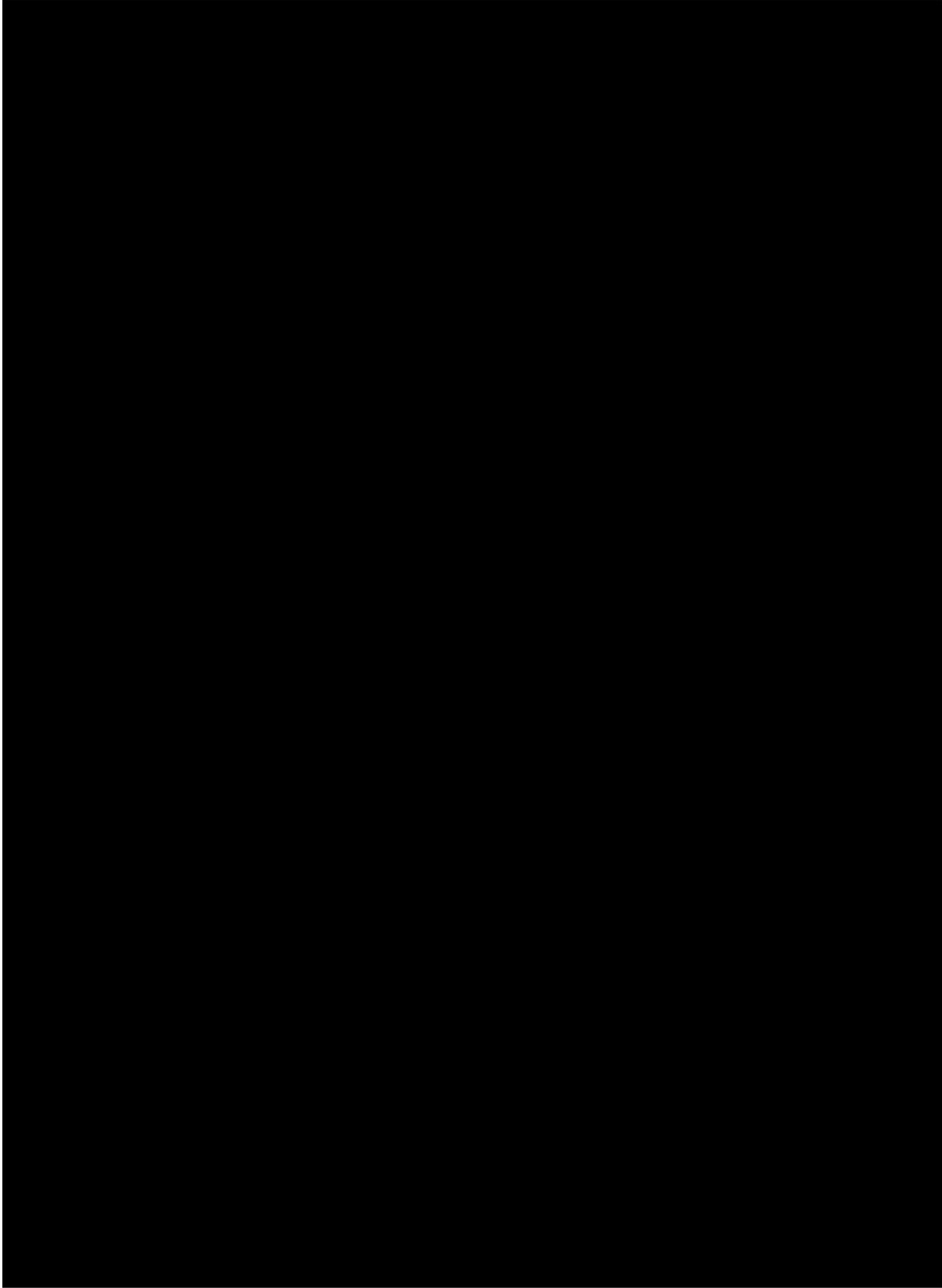


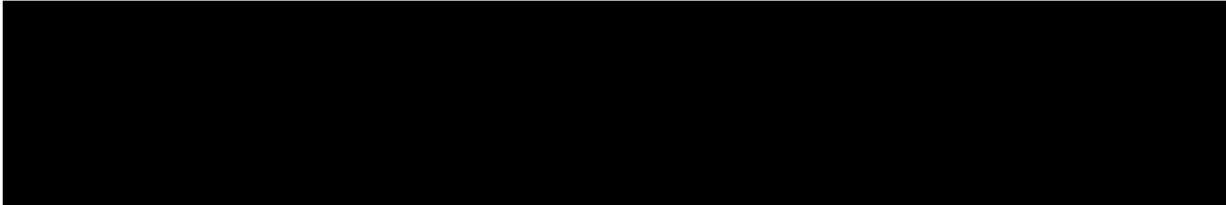












**24. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. Counterparts may be delivered by email, facsimile, or any other form of electronic transmission. Facsimile signatures or copies of original signatures delivered by e-mail of this Agreement shall have the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first hereinabove written.

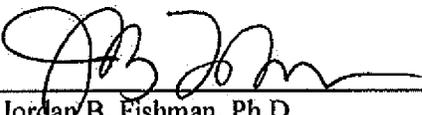
**BUYER:**

**ROCKLAND IMMUNOCHEMICALS, INC.**

By: \_\_\_\_\_  
Name: Richard H. Smith  
Title: Chief Operating Officer

**SELLER:**

**TWENTYFIRST CENTURY BIOCHEMICALS, INC.**

By:  \_\_\_\_\_  
Name: Jordan B. Fishman, Ph.D  
Title: President

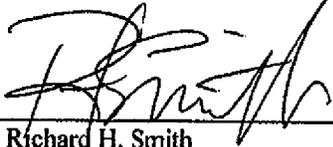
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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first hereinabove written.

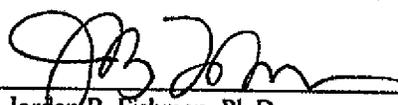
**BUYER:**

**ROCKLAND IMMUNOCHEMICALS, INC.**

By:   
Name: Richard H. Smith  
Title: Chief Operating Officer

**SELLER:**

**TWENTYFIRST CENTURY BIOCHEMICALS, INC.**

By:   
Name: Jordan B. Fishman, Ph.D  
Title: President



**EXHIBIT B**

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENT, that pursuant to that certain Purchase Agreement ("Agreement") dated January 4, 2013 between and among ROCKLAND IMMUNOCHEMICALS, INC. ("BUYER"), and TWENTYFIRST CENTURY BIOCHEMICALS, INC. ("SELLER"), for good and valuable consideration to SELLER in hand paid by BUYER, the receipt, adequacy and sufficiency of which is hereby acknowledged, SELLER does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND DELIVER unto BUYER, its successors and assigns, forever, all and singular, those assets of SELLER set forth in Section 1 of the Agreement (the "Assets").

AND SELLER warrants that it has and is transferring good and marketable title to the Assets and that SELLER is transferring the Assets free and clear of all liens and encumbrances.

AND SELLER shall do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to place BUYER, its successors and assigns in possession and control of the aforesaid Assets hereby conveyed.

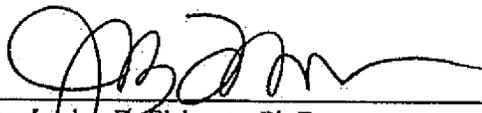
AND SELLER hereby binds itself, its successors and assigns to warrant and forever defend title to the aforesaid Assets unto BUYER, its successors and assigns from and against every person whomsoever claiming or to claim the same or any part thereof except as aforesaid.

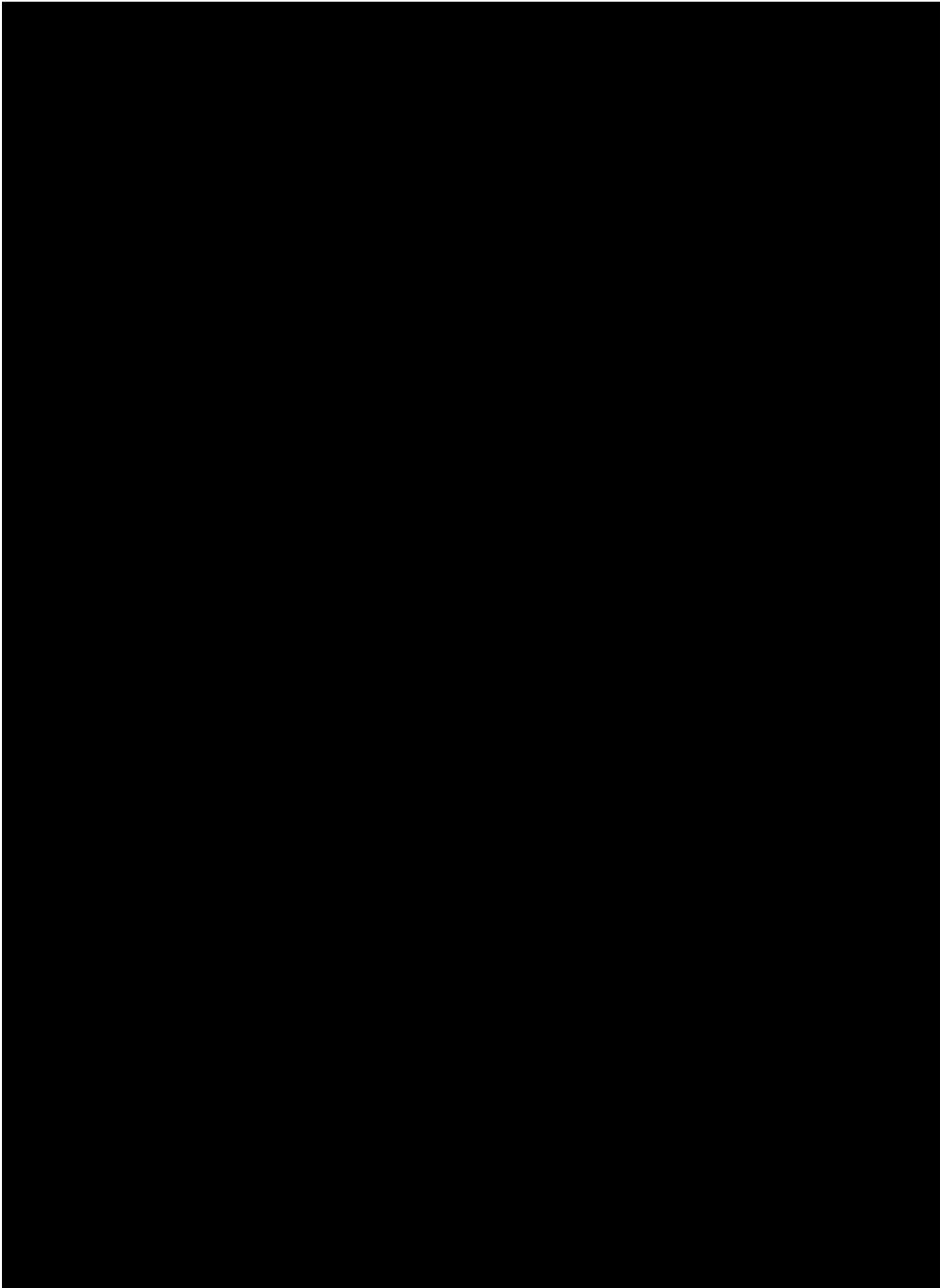
IN WITNESS WHEREOF, SELLER has executed this Bill of Sale this 4th day of January 2013.

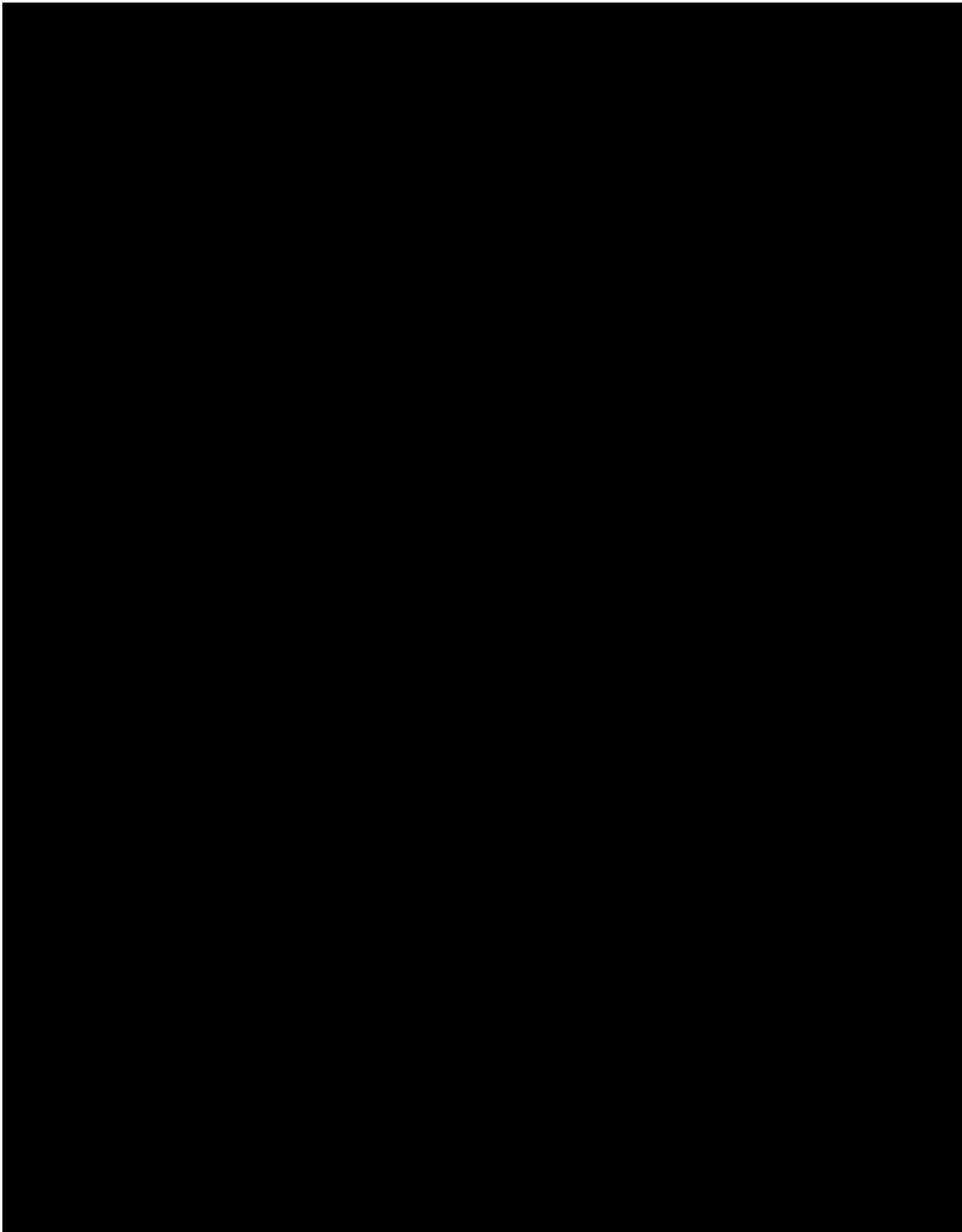
SELLER

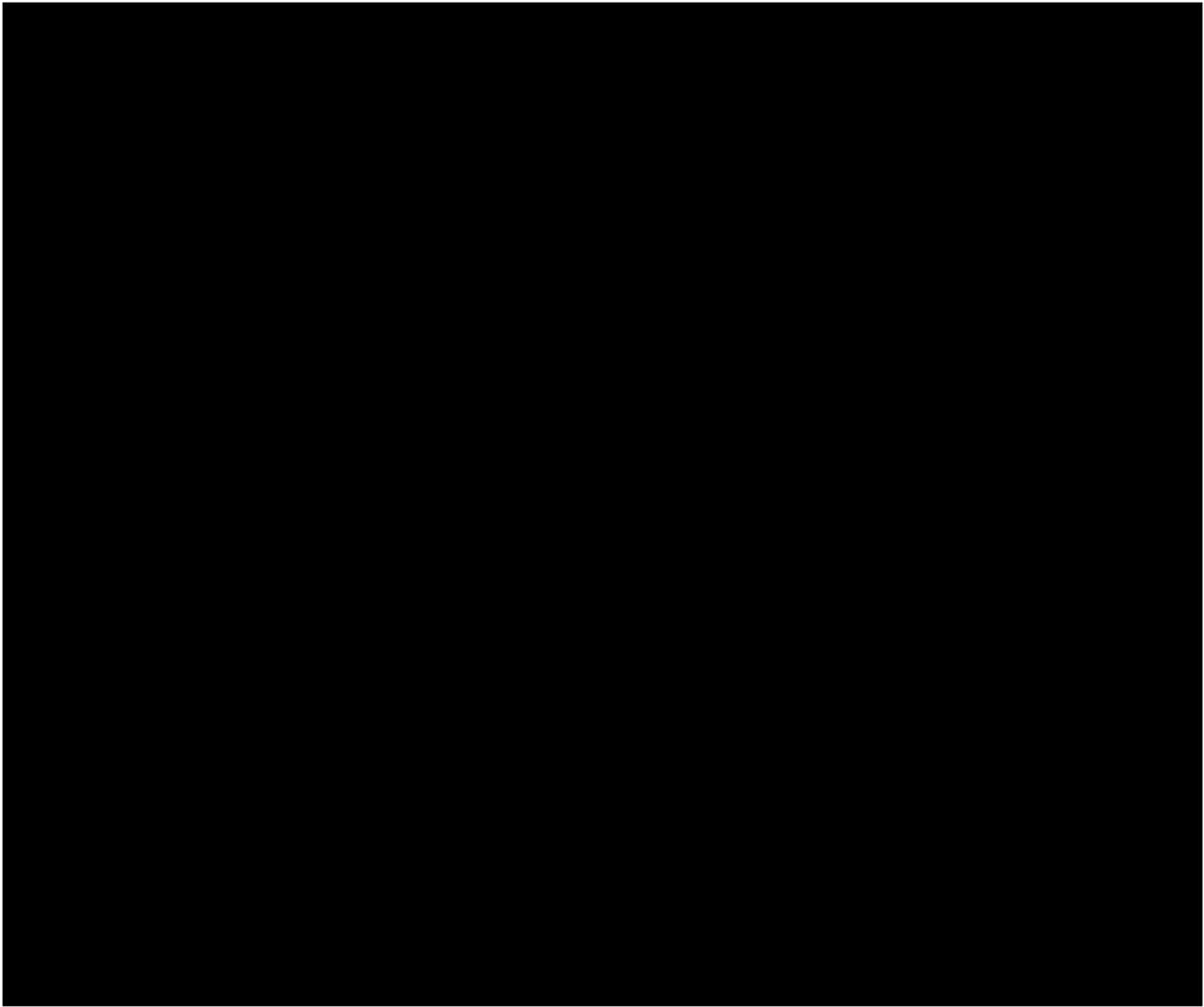
**TWENTYFIRST CENTURY BIOCHEMICALS, INC.**

By:

  
Name: Jordan B. Fishman, Ph.D.  
Title: President















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**TRADEMARK**  
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