

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merck KGaA		01/22/2019	Kommanditgesellschaft Auf Aktien (KgaA): GERMANY
RECEIVING PARTY DATA			
Name:	Luminex Corporation		
Street Address:	12212 Technology Boulevard		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78727		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2825403	AMNIS	
Registration Number:	2935159		
Registration Number:	5596330	CELLSTREAM	
Registration Number:	3986420	FLOWCELLECT	
Registration Number:	3990810	FLAWSIGHT	
Registration Number:	2579969	GUAVA	
Registration Number:	5183075	GUAVA	
Registration Number:	2681725	GUAVA EXPRESS	
Registration Number:	2737829	GUAVA NEXIN	
Registration Number:	2936906	IDEAS	
Registration Number:	2815358	IMAGESTREAM	
Registration Number:	4193898	MUSE	
Registration Number:	3024610	SPEEDBEAD	
CORRESPONDENCE DATA			
Fax Number:	5123225201		
<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:	5123225200		
Email:	tmcentral@pirkeybarber.com		
TRADEMARK			

OP \$340.00 2825403

Correspondent Name: Christopher Kindel, Pirkey Barber PLLC
Address Line 1: 600 Congress Avenue, Suite 2120
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER: LUMI001

NAME OF SUBMITTER: Megan R. Bradshaw

SIGNATURE: /MRB/

DATE SIGNED: 03/14/2019

Total Attachments: 9

source=LUMI001 - US Assignment v2#page1.tif
source=LUMI001 - US Assignment v2#page2.tif
source=LUMI001 - US Assignment v2#page3.tif
source=LUMI001 - US Assignment v2#page4.tif
source=LUMI001 - US Assignment v2#page5.tif
source=LUMI001 - US Assignment v2#page6.tif
source=LUMI001 - US Assignment v2#page7.tif
source=LUMI001 - US Assignment v2#page8.tif
source=LUMI001 - US Assignment v2#page9.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of the date of the last signature below (the “Effective Date”), is made by Merck KGaA, a German a kommanditgesellschaft auf aktien, located at Frankfurter Strasse 250, D-64293 Darmstadt, Germany, and EMD Millipore Corporation, a Massachusetts corporation, located at 400 Summit Drive, Burlington, Massachusetts 01803-5258 (collectively, “**Assignors**”), in favor of Luminex Corporation (“**Assignee**”), a Delaware corporation, located at 12212 Technology Boulevard, Austin, Texas 78727, the purchaser of certain assets of Assignors pursuant to the Share and Asset Purchase Agreement, dated as of October 18, 2018 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Assignors shall convey, transfer and assign to Assignee, among other assets, certain trademarks owned by Assignors, and have agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, including the payment of consideration stipulated in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignors’ 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 and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignors 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 and/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. Assignors authorize the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignors will cooperate with Assignee in such steps and actions following the date hereof, including the execution of documents, files, registrations, or other similar items, with the purpose of having the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. 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 New York, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

Merck KGaA, Darmstadt, Germany

Name: Jonas Kölle and Daniela Helbig

Title: Principal Officer and authorized representative

Signature: ppa. *[Handwritten Signature]* (i.v. D. Helbig)

Date: January 07, 2019

STATE OR/COUNTRY OF Germany §

§

COUNTY/ OR CITY OF Darmstadt §

Before me, the undersigned authority, on this 07 day of January, 2019, personally appeared Mr. Kölle, Mrs. Helbig, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to execute the same on behalf of Merck KGaA, Darmstadt, Germany and that he/she executed the same on behalf of the company for the purposes and consideration therein expressed.

[Handwritten Signature]
Notary Public



EMD Millipore Corporation

Name: _____

Title: _____

Signature: _____

Date: _____

STATE OR/COUNTRY OF _____ §

§

COUNTY/ OR CITY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, 2018, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to execute the same on behalf of EMD Millipore Corporation and that he/she executed the same on behalf of the company for the purposes and consideration therein expressed.

Notary Public

Merck KGaA, Darmstadt, Germany

Name: _____

Title: _____

Signature: _____

Date: _____

STATE OR/COUNTRY OF _____ §

§

COUNTY/ OR CITY OF _____ §

Before me, the undersigned authority, on this ____ day of _____, 2018, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to execute the same on behalf of Merck KGaA, Darmstadt, Germany and that he/she executed the same on behalf of the company for the purposes and consideration therein expressed.

Notary Public

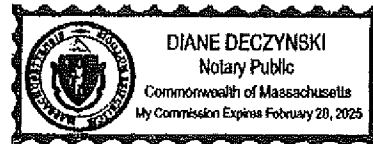
EMD Millipore Corporation

Name: J. Dana Hubbard

Title: Assistant Secretary

Signature: [Handwritten Signature]

Date: January 15, 2019



STATE OR/COUNTRY OF MA §

§

COUNTY/ OR CITY OF Middlesex §

Before me, the undersigned authority, on this 15th day of January, ²⁰¹⁹ 2018, personally appeared J. Dana Hubbard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to execute the same on behalf of EMD Millipore Corporation and that he/she executed the same on behalf of the company for the purposes and consideration therein expressed.

[Handwritten Signature]
Notary Public

Luminex Corporation

Name: Richard Rew II

Title: SVP

Signature: Richard Rew

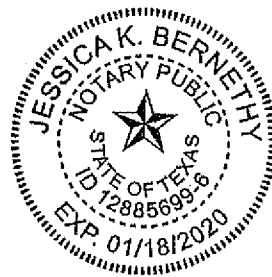
Date: 1/22/19

STATE OR/COUNTRY OF Texas §

COUNTY/ OR CITY OF Travis §

Before me, the undersigned authority, on this 22nd day of January, ~~2018,~~ ²⁰¹⁹ personally appeared Richard W. Rew II known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to execute the same on behalf of Luminex Corporation and that he/she executed the same on behalf of the company for the purposes and consideration therein expressed.

Jessica K. Bernethy
Notary Public



Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	App. No.	Reg. No.
AMNIS	United States	75822422	2825403
AMNIS LOGO	United States	78389275	2935159
CELLSTREAM	United States	87261835	5596330
FLOWCELLECT	United States	77/842396	3986420
FLAWSIGHT	United States	77899375	3990810
GUAVA	United States	76/084508	2579969
GUAVA	United States	86925051	5183075
GUAVA EXPRESS	United States	76/202221	2681725
GUAVA NEXIN	United States	76/202218	2737829
IDEAS	United States	78230470	2936906
IMAGESTREAM	United States	76205085	2815358
INSPIRE	United States	78390142	3174864
MUSE	United States	85/501,816	4193898
SPEEDBEAD	United States	78381154	3024610
VIACOUNT	United States	76/642927	3152627

REDACTED

REDACTED

REDACTED

Nummer 12 der Urkundenrolle für 2019 (A)
No. 12 of the Registry of Deeds for 2019 (A)

Vorstehende, vor mir vollzogene
Unterschriften der mir persönlich
bekannt:

Hereby I certify that the foregoing
document was signed in my presence
by:

1. Frau **Daniela Helbig**,
geboren am 13.03.1978,

1. Mrs. **Daniela Helbig**,
born on 13th day of March 1978,
personally known to me,

2. Herrn **Jonas Kölle**,
geboren am 23.04.1975,

2. Mr. **Jonas Kölle**,
born on 23th day of April 1975,
personally known to me,

beide geschäftsansässig:
Frankfurter Straße 250,
64293 Darmstadt,


business address of both:
Frankfurter Straße 250,
64293 Darmstadt.

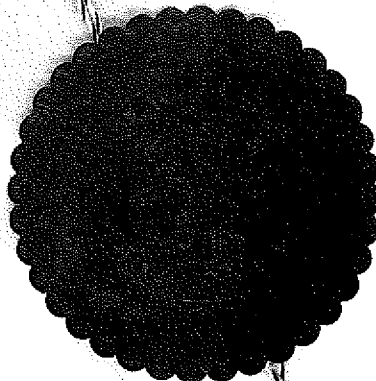
Ungläubige ich hiermit.

Der Notar fragte die Erschienenen
nach einer Vorbefassung im Sinne
von § 3 Abs. 1 Nr. 7 BeurkG. Sie
wurde von den Erschienenen
verneint.

The notary public asked the appeared
whether he or any member of his firm
had acted in the matter which is the
subject of this instrument, except in a
notarial matter. The appeared denied.

Darmstadt, 07th day of January 2019


Dr. Wulf Albach, Notary Public



TRADEMARK