

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516764

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| mitsubishi chemical corporation | | 03/26/2019 | Corporation: JAPAN |
| RECEIVING PARTY DATA | | | |
| Name: | mitsubishi chemical analytech co., ltd. | | |
| Street Address: | 7-10-1 Chuo-rinkan, Yamato | | |
| City: | Kanagawa | | |
| State/Country: | JAPAN | | |
| Entity Type: | Corporation: JAPAN | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1696826 | HIRESTA | |
| Registration Number: | 1707566 | LORESTA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7034132220 | | |
| <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: | 703-413-3000 | | |
| Email: | tmdocket@oblon.com | | |
| Correspondent Name: | Brian B. Darville | | |
| Address Line 1: | Oblon, McClelland, Maier & Neustadt, LLP | | |
| Address Line 2: | 1940 Duke Street | | |
| Address Line 4: | Alexandria, VIRGINIA 22314 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Oblon, McClelland, Maier & Neustadt, LLP | | |
| Address Line 1: | 1940 Duke Street | | |
| Address Line 4: | Alexandria, VIRGINIA 22314 | | |
| NAME OF SUBMITTER: | Brian B. Darville | | |
| SIGNATURE: | /Brian B. Darville/ | | |
| DATE SIGNED: | 04/01/2019 | | |

OP \$65.00 1696826

Total Attachments: 3

source=US HIRESTA LORESTA Assignment#page1.tif

source=US HIRESTA LORESTA Assignment#page2.tif

source=US HIRESTA LORESTA Assignment#page3.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Agreement ("Agreement") is agreed to and entered into effective as of the last date of execution below ("Effective Date"), by and between:

Mitsubishi Chemical Corporation, a corporation organized and existing under the laws of the Japan having an address at 1-1, Marunouchi 1-Chome, Chiyoda-Ku, Tokyo, Japan ("**Assignor**"); and

Mitsubishi Chemical Analytech Co., Ltd., a corporation organized and existing under the laws of Japan, having its legal address at 7-10-1 Chuo-rinkan, Yamato, Kanagawa, Japan ("**Assignee**").

WHEREAS, **Assignor** represents and warrants that it owns all right, title and interest in and to the trademarks identified in **Exhibit A** to this Agreement, all common law rights in those marks and the associated goodwill of the business associated with the marks (hereinafter collectively the "Trademarks");

Assignor wishes to assign all of its rights, title and interest in and to the Trademarks, including all trademark and other rights in the Trademarks and all associated goodwill to Assignee.

NOW THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Agreement:** Assignor hereby sells, assigns, and transfers in perpetuity, all right (whether now known or hereinafter invented), title, and interest, throughout the world, to the Trademarks, including but not limited to: (a) all trademarks in the Trademarks and all goodwill of the business associated with the Trademarks and any registrations and applications relating thereto and any renewals and extensions thereof; (b) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Trademarks; (d) all causes of action, either in law or in equity for past, present, or future infringement based on the Trademarks; and (e) all rights corresponding to the foregoing throughout the world. During the legal term of the Trademarks, Assignee shall have the sole and exclusive right to produce, publish, copy, and use, the Trademarks.
2. **ASSIGNOR'S REPRESENTATIONS:** Assignor represents and warrants that: (a) it is the sole owner of the Trademarks; (b) it solely owns all rights, title and interest in and to the Trademarks; (c) it has the power to enter into this Agreement; (d) it has not previously assigned, encumbered, transferred or pledged its rights, title and interest in and to the Trademarks to any other person or entity; and (e) the rights transferred in this Agreement are free of lien, encumbrance or adverse claim.

3. **CONTINUING OBLIGATIONS:** Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure or perfect for Assignee or its designee the rights herein assigned.
4. **INDEMNIFICATION:** Assignor agrees to indemnify the Assignee in respect of claims made against Assignee by third parties for trademark infringement or unfair competition related to publication or use of the Trademarks.
5. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind Assignor and Assignee and their respective heirs, legal representatives, successors and permitted assigns.
6. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law provisions.

This Agreement is and shall be effective as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the date indicated below.

ASSIGNOR:

**MITSUBISHI CHEMICAL
CORPORATION**

By: Yasuko Masaki
Yasuko Masaki
Title: Senior Associate Director
General Manager of Intellectual Property
Department

Date: March 25, 2019

ASSIGNEE:

**MITSUBISHI CHEMICAL
ANALYTECH CO., LTD.**

By: Aiko Sakurai
Aiko Sakurai
Title: General Manager
Sales Promotion Department

Date: March 26, 2019

EXHIBIT A

HIRESTA, U.S. Reg. 1696826, Class 9

LORESTA, U.S. Reg. 1707566, Class 9