# OP \$40.00 4220613

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM517783

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bioject Inc.		04/29/2016	Corporation: OREGON

### **RECEIVING PARTY DATA**

Name:	Genetronics, Inc.	
Street Address:	660 W. Germantown Pike, Suite 110	
City:	Plymouth Meeting	
State/Country:	PENNSYLVANIA	
Postal Code:	19462	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4220613	BIOJECT ZETAJET

### **CORRESPONDENCE DATA**

Fax Number:

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:** 2152992085

**Email:** ipdocket@foxrothschild.com

Correspondent Name: Michael J. Leonard
Address Line 1: Fox Rothschild LLP
Address Line 2: 997 Lenox Drive, Bldg. 3

Address Line 4: Lawrenceville, NEW JERSEY 08648-2311

ATTORNEY DOCKET NUMBER:	114422.00050
NAME OF SUBMITTER:	Michael J. Leonard
SIGNATURE:	/mjl/
DATE SIGNED:	04/07/2019

### **Total Attachments: 5**

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# INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of April 29, 2016, among Bioject Medical Technologies Inc., an Oregon corporation, and Bioject, Inc., an Oregon corporation (collectively, "Assignor"), and Genetronics, Inc., a Delaware corporation ("Assignee").

### Background:

Assignor, Assignee and Inovio Pharmaceuticals, Inc. have entered into an Asset Purchase Agreement dated as of March 11, 2016 (the "Agreement"). Pursuant to the Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver the Company Intellectual Property to Assignee. This Assignment is being executed and delivered to give effect to such agreements. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. <u>Assignment of Company Intellectual Property</u>. Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, hereby sells, transfers, conveys and delivers to Assignee, and Assignee does hereby accept from Assignor, all of the right, title and interest of Assignor in and to all of the Company Intellectual Property included in the Purchased Assets (including, but not limited to, the patents, trademarks, copyrights and domain names listed on <u>Exhibit A</u> hereto), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's own use and benefit, in accordance with the Agreement, and for the use and benefit of the Assignee's successors and assigns.

### 2. Further Actions.

- a. Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist Assignee, at Assignee's reasonable request from time to time, to secure the rights assigned hereby and to obtain and/or transfer any patent, copyright, trademark or service mark, and any governmental grants confirming or enhancing said rights.
- b. Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use its commercially reasonable efforts to comply promptly with all other remaining steps necessary to transfer all domain names held by Assignor or by third parties on its behalf.
- c. In the event that Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or

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extensions) listed in <u>Sections 2(a)</u> and/or <u>2(b)</u>, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by Assignor.

- 3. <u>Modification and Waiver</u>. No amendment, modification or alteration of the terms or provisions of this Assignment shall be binding unless the same shall be in writing and duly executed by the parties hereto, except that any of the terms or provisions of this Assignment may be waived in writing at any time by the party that is entitled to the benefits of such waived terms or provisions. No single waiver of any of the provisions of this Assignment shall be deemed to or shall constitute, absent an express statement otherwise, a continuous waiver of such provision or a waiver of any other provision hereof (whether or not similar). No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.
- 4. <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware applicable to agreements made and to be performed wholly within that jurisdiction.
- 5. <u>Disputes</u>. The respective rights of Assignor, on the one hand, and Assignee, on the other, with respect to the Purchased Assets and the Assumed Liabilities assigned and assumed hereby shall be governed by the Agreement. In the event of a conflict between this Assignment and the Agreement, the Agreement shall control. All disputes between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provisions contained herein shall be resolved in accordance with the Agreement.
- 6. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. This Assignment may be delivered by one or both parties by electronic or facsimile transmission with the same effect as if delivered personally.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first written above.

GENETRONICS, INC.
By:
Name: J. Joseph Kim. Ph.D.
Title: President and Chief Executive Officer
BIOJECT MEDICAL TECHNOLOGIES INC.
By:
Name: Tony K. Chow
Title: Chief Executive Officer, President and Secretary
BIOJECT, INC.
By:
Name: Tony K. Chow
Title: Chief Executive Officer, President and Secretary

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IN WITNESS WHEREOF, the parties hereto have duty executed this Assignment as of the date first writing above.

GENETRONICS, ANC.

8y:\_

Name: J. Jokeph Kim, Ph.D.

Title: President and Chief Executive Officer

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Name: Teny K. Ch/w

Title: Chief Executive Officer, President

and Semetary

BIÓJECT, INC

Byj

Naroc, Tony K. Clyfe

Tiffic: Chief Executive Officer, President

and Societary

DANGER SERVICE

## Bioject Inc.

# **Trademark Schedule**

Description BIOJECT & Design BIOJECT ZETAJET BIOJECTOR VITAJET	Registration/ Application Number 2095147 4220613 2095148 1838619	Registration/ Application Date 9/9/1997 10/9/2012 9/9/1997 6/7/1994
Foreign Trademarks:		
B-2000	3300833	12/14/2005
BIOJECT	3301088	1/14/2007
BIOJECT	05925 2003	8/9/2009
BIOJECT & Design	200508684	2/23/2006
BIOJECT ZETAJET	9701257	8/21/2012
BIOJECT ZETAJET	9136094	11/8/2010
BIOJECT ZETAJET	5477139	3/9/2012
BIOJECT ZETAJET	1542618	10/10/2013
BIOJECT ZETAJET	2203135	11/19/2012
BIOJECT and Design	526097	3/30/2000
BIOJECT and Design	497123	3/9/1999
BIOJECT and Design	4172641	7/31/1998
BIOJECTOR & Design	378650	1/25/1991
PETJET	4310215	2/1/2006
VET JET	4310207	2/22/2006

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**RECORDED: 04/07/2019**