

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521207

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GE Healthcare Bio-Sciences Corp.		04/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HD Pacific, Inc.		
<b>Street Address:</b>	4606 - 107th Street SW		
<b>City:</b>	Mukilteo		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98275		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2492914	FLOW POINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9704920003		
<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>	9704920000		
<b>Email:</b>	clanderson@crmiles.com		
<b>Correspondent Name:</b>	CR MILES P.C.		
<b>Address Line 1:</b>	405 Mason Court, Suite 119		
<b>Address Line 4:</b>	Fort Collins, COLORADO 80524		
<b>NAME OF SUBMITTER:</b>	Cheryl L. Anderson		
<b>SIGNATURE:</b>	/Cheryl L. Anderson/		
<b>DATE SIGNED:</b>	04/29/2019		
<b>Total Attachments: 5</b>			
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OP \$40.00 2492914

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment" or "Agreement"), dated as of April 25, 2019, is entered into by and among GE HEALTH CARE BIO-SCIENCES CORP., a Delaware corporation, having an address at 100 Results Way, Marlborough MA ("GEHC" or "Seller") ("Seller") and HD PACIFIC, INC., a Washington corporation, having offices at 4606 -107<sup>th</sup> Street SW, Mukilteo, WA ("Purchaser") ("Buyer"). Each of Seller and Buyer are at times referred to each as a "Party" and, collectively, as the "Parties."

WHEREAS, Buyer is the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of February 26, 2018 (the "Asset Purchase Agreement"); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller; and

WHEREAS, part of the intellectual property being conveyed under the Asset Purchase Agreement was the FLOW POINT trademark, including all registrations and common law rights therein; and

WHEREAS, Buyer and Seller anticipated that all rights in the FLOW POINT mark (both stylized and unstylized forms)(the "Mark") were being conveyed, but only the stylized form of the mark and its registration are identified in Schedule I.1f to the Asset Purchase Agreement; and

WHEREAS, the Parties wish to complete the trademark conveyance of the standard character (unstylized) FLOW POINT mark as previously anticipated.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration previously provided in accordance with the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the standard character FLOW POINT trademark, including U.S. trademark registration no. 2,492,914, all common law rights established therein, any and all foreign applications and registrations therefor, and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(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 foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request of Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

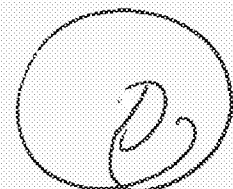
3. Binding Effect. This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4. Governing Law. This Trademark Assignment, including any claim or controversy arising out of or relating to this Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed and enforced in accordance with the laws of the United States and the State of New York, without regard to the conflict of laws principles thereof.

5. Severability. If any term or provision of this Trademark Assignment is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy such determination shall not affect the enforceability of any others or the remainder of this Agreement.

6. Counterparts. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. 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 Agreement.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

GE HEALTHCARE BIO-SCIENCES CORP.

By: SC Godwin

Name: Sian C Godwin

Title: Head of licensing

AGREED TO AND ACCEPTED:

HD PACIFIC, INC

By: 

Name: Eugene Ding

Title: President

 **United States Patent and Trademark Office**  
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# FLOW POINT

**Word Mark** FLOW POINT

**Goods and Services** IC 009, US 021 023 026 036 038, G & S. Electrical and scientific apparatus, namely, general purpose high precision electric computer controlled valves for use in high precision flow applications. FIRST USE: 19980700, FIRST USE IN COMMERCE: 19980700

**Mark Drawing Code** (1) TYPED DRAWING

**Serial Number** 75399272

**Filing Date** December 3, 1997

**Current Basis** 1A

**Original Filing Basis** 1B

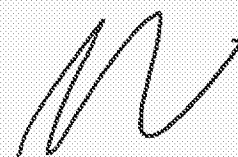
**Published for Opposition** May 18, 1999

**Registration Number** 2492914

**Registration Date** September 25, 2001

**Owner** (REGISTRANT) Applied Precision, Inc. CORPORATION WASHINGTON 1040 12th Avenue NW Issaquah WASHINGTON 98027

(LAST LISTED OWNER) GE HEALTHCARE BIO-SCIENCES CORP. CORPORATION DELAWARE 100 Results Way Marlborough MASSACHUSETTS 01752

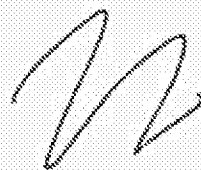


Trademark Electronic Search System (TESS)

Assignment Recorded ASSIGNMENT RECORDED  
Attorney of Record Erica M. Fischer  
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FLOW" APART FROM THE MARK AS SHOWN  
Type of Mark TRADEMARK  
Register PRINCIPAL  
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20111012.  
Renewal 1ST RENEWAL 20111012  
Live/Dead Indicator LIVE

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