

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521953

<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>
Singulex, Inc.		08/31/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Legacy Labs, LLC		
<b>Street Address:</b>	18900 South Clay Blair Blvd		
<b>City:</b>	Olathe		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66061		
<b>Entity Type:</b>	Limited Liability Company: KANSAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87430665	VERIDIA	
<b>Serial Number:</b>	87430652	VERIDIA DIAGNOSTICS	
<b>Serial Number:</b>	87430647		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129130002		
<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>	312-913-3302		
<b>Email:</b>	docketing@mbhb.com, moran@mbhb.com, potempa@mbhb.com		
<b>Correspondent Name:</b>	Eric R. Moran		
<b>Address Line 1:</b>	300 South Wacker Drive, 31st Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Eric R. Moran		
<b>SIGNATURE:</b>	/Eric R. Moran/		
<b>DATE SIGNED:</b>	05/03/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of August 31, 2018 (the “Effective Date”), by and between Singulex, Inc., a Delaware corporation with an address of 1701 Harbor Bay Pkwy Suite 200, Alameda, CA 94502 (“Assignor”), and Legacy Labs, LLC, a Kansas limited liability company with an address of 18900 S. Clay Blair Blvd, Olathe, KS 66061 (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks and trademark registrations and applications identified on Exhibit A (collectively, the “Transferred Trademarks”); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of August 22, 2018 (the “Purchase Agreement”) pursuant to which Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to purchase, acquire and accept from the Assignor certain specified assets, including the Transferred Trademarks.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

### ASSIGNMENT

**Section 1. Definitions.** Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

**Section 2. Assignment.** Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and its successors and assigns, irrevocably and exclusively throughout the world, all of Assignor’s right, title and interest in and to the Transferred Trademarks, together with that portion of Assignor’s business connected with the use of and symbolized by the Transferred Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Transferred Trademarks, the right to prosecute, maintain and defend the Transferred Trademarks before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) to the extent related to such Transferred Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor’s right, title and interest in, to and under the Transferred Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

**Section 3. Cooperation.** Assignor agrees to execute and deliver such further instruments of conveyance, transfer and assignment and take such other action, at Assignee's sole expense, as Assignee may reasonably require to more effectively convey and transfer to Assignee any of the Transferred Trademarks including documentation necessary to permit Assignee to record the transfer of the Transferred Trademarks with the United States Patent and Trademark Office. Upon reasonable request and during normal business hours, Assignee and Assignor shall cooperate with each other, and shall cause their respective Representatives and Subsidiaries (as defined in the Purchase Agreement) to cooperate with each other, after the Closing to ensure the orderly transition of the Transferred Trademarks to Assignee and to minimize any disruption to the businesses of Assignor and Assignee that might result from the Assignment.

**Section 4. Specific Performance.** The parties hereto agree that irreparable damage would occur to Assignee if any provision of this Assignment were not performed by Assignor in accordance with the terms hereof and that Assignee shall be entitled to an injunction or injunctions to prevent breaches of this Assignment and to enforce specifically the performance of the terms and provisions of this Assignment in addition to any other remedy to which it is entitled to at law or in equity. Each party to this Assignment hereby agrees to waive the defense in any such suit that the other party to this Assignment has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of injunction or specific performance as a remedy, and hereby agrees to waive any requirement to post any bond or other type of security in connection with obtaining such relief.

**Section 5. Terms of the Purchase Agreement.** Each of Assignor and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

**Section 6. Succession and Assignment.** The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by any party shall relieve such party of any of its obligations hereunder. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

**Section 7. Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

**Section 8. Amendments; Waiver.** Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment or, in the case of a waiver, by each party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other

right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

**Section 9. Headings; Construction.** The descriptive headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Assignment. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment.

**Section 10. Counterparts; Effectiveness.** This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Assignment shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). The exchange of a fully executed Assignment (in counterparts or otherwise) by electronic transmission in .PDF format shall be sufficient to bind the parties to the terms and conditions of this Assignment.

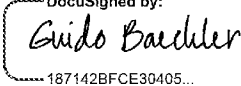
**Section 11. Severability.** If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

**Section 12. Entire Agreement.** This Assignment and the Exhibit attached hereto, together with the Purchase Agreement, constitute the entire agreement between the parties with respect to the subject matter of this Assignment and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Assignment.

*(Signature page follows)*

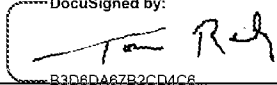
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.

**SINGULEX, INC.**

By:   
187142BFCE30405...  
Name: Guido Baechler  
Title: President & CEO

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of the date first written above.


**LEGACY LABS, LLC**

By:  DocuSigned by:  
Name: Tom Reidy  
Title: CEO/MM

*Signature Page to Trademark Assignment*

**Exhibit A**

Transferred Trademarks

<b>Number</b>	<b>Application Number</b>	<b>Trademark</b>	<b>Country</b>	<b>Filing Date</b>	<b>Docket Number</b>
15	87/430665	Veridia	US	28-Apr-17	17-498
16	87/430652	Veridia Diagnostics	US	28-Apr-17	17-497
17	87/430647	 Veridia Logo	US	28-Apr-17	17-496