

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3M Company		04/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CDS Analytical, LLC		
Street Address:	114 South Street		
City:	Hopkinton		
State/Country:	MASSACHUSETTS		
Postal Code:	01748		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1569042	EMPORE	
CORRESPONDENCE DATA			
Fax Number:	6177200366		
<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:	6177200099		
Email:	lpuglia@sassooncymrot.com		
Correspondent Name:	Lauren A. Puglia		
Address Line 1:	84 State Street		
Address Line 2:	Suite 820		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Lauren Puglia		
SIGNATURE:	/Lauren Puglia/		
DATE SIGNED:	05/03/2019		
Total Attachments: 6			
source=Trademark Assignment Agreement (3M-CDS) Executed#page1.tif			
source=Trademark Assignment Agreement (3M-CDS) Executed#page2.tif			
source=Trademark Assignment Agreement (3M-CDS) Executed#page3.tif			
source=Trademark Assignment Agreement (3M-CDS) Executed#page4.tif			
source=Trademark Assignment Agreement (3M-CDS) Executed#page5.tif			

OP \$40.00 1569042

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of April 5, 2019, is entered into by and between **3M Company**, a Delaware corporation ("Seller"), and **CDS Analytical, LLC**, a Massachusetts limited liability company ("Buyer" and, together with Seller, the "Parties").

RECITALS

WHEREAS, Buyer is a party to a Supply and Purchase Agreement dated December 5, 2018 ("Purchase Agreement") and Bill of Sale dated April 5, 2019 (the "BOS") with 3M Purification, Inc. ("3M PI"), a subsidiary of Seller, pursuant to which, among other things, 3M PI has agreed to sell and transfer, to Buyer, and Buyer has agreed to purchase and assume from Seller, the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, it is a requirement of the Purchase Agreement and the BOS that Seller sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in and to the Trademarks identified in Appendix A hereto (the "Trademarks") for no additional consideration other than the purchase price for the Purchased Assets paid to 3M PI under the BOS; and

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing of the BOS;

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the BOS and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. Assignment. In consideration of the payment by Buyer of the purchase price for the Purchased Assets under the BOS to its subsidiary 3M PI; Seller does hereby sell, assign and transfer unto Buyer all of Seller's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including, without limiting the generality of the foregoing, the right to sue and collect any damage awards in connection with the infringement thereof, proceeds, or royalties with respect thereto, all said rights to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term for the Trademarks as fully and entirely as the same would have been held by Seller had this assignment and sale not been made.

2. Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE BOS, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, TITLE OR ENFORCEABILITY OF ANY TRANSFERRED INTELLECTUAL PROPERTY.

3. General Provisions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the BOS. This Agreement, Appendix A hereto, the Purchase Agreement, and the BOS constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the BOS, the provisions of the BOS shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an

instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

4. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than those of the State of Delaware. Each of the Parties consents to submit itself to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in Wilmington, Delaware in any Legal Proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement.

5. **Counterparts.** This Agreement may be executed in facsimile and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

Executed this 5th day of April, 2019

3M COMPANY

By: 

Name:

Peter L. Olson

Title:

Assistant Chief IP Counsel and
Associate General Counsel

BUYER: CDS ANALYTICAL, LLC

By: 

Name:

Miao Wang

Title:

General Manager

PURIFICATIONS OF FLUIDS.

EMPORE	Germany	M71591/1WZ	1992-01-27	2104923	1998-06-17	01,05,11	<p>(CLASS 01) - Chemicals used in industry, science and photography as well as in agriculture, horticulture and forestry; filtering materials made of chemical, mineral, vegetable substances, unprocessed plastic materials or ceramic materials in particulate form for use in the field of the extraction of solid fibers; plastic sheets with or without reactive particles used for separating and purifying liquids and gases; unprocessed artificial resins, unprocessed plastics; chemical preparations used in medical science for use in the field of the extraction of solid fibers; diagnostic preparations for medial and scientific use in the field of the extraction of solid fibers.</p> <p>(CLASS 05) - Chemicals used in industry, science and photography as well as in agriculture, horticulture and forestry; filtering materials made of chemical, mineral, vegetable substances, unprocessed plastic materials or ceramic materials in particulate form for use in the field of the extraction of solid fibers; plastic sheets with or without reactive particles used for separating and purifying liquids and gases; unprocessed artificial resins, unprocessed plastics; chemical preparations used in medical science for use in the field of the extraction of solid fibers; diagnostic preparations for medial and</p>
--------	---------	------------	------------	---------	------------	----------	--

APPENDIX A

Trademark Name	Country	Application#	Application Date YYYY-MM-DD	Registration#	Registration Date YYYY-MM-DD	Class	Goods
EMPORE	United States	73/793554	1989-04-17	1569042	1989-12-05	01	(CLASS 01) - Chemically reactive sheet material for use in chromatography.
EMPORE	Mexico	1305655	2012-09-04	1337390	2012-12-06	01	(CLASS 01) - CHEMICALLY REACTIVE SHEET MATERIAL FOR USE IN SEPARATIONS AND PURIFICATIONS OF FLUIDS.
EMPORE	French Polynesia	92404639	1992-02-07	92404639	1992-02-07	01,05	(CLASS 01) - CHEMICALLY REACTIVE SHEET MATERIAL (OTHER THAN FOR MEDICAL OR VETERINARY USE) FOR USE IN SEPARATIONS AND PURIFICATIONS OF FLUIDS. (CLASS 05) - CHEMICALLY REACTIVE SHEET MATERIAL FOR MEDICAL OR VETERINARY USE, FOR USE IN SEPARATIONS AND PURIFICATIONS OF FLUIDS.
EMPORE	Australia	570425	1992-01-09	570425	1992-01-09	01	(CLASS 01) - Chemically reactive sheet material for use in separations and purifications of fluids.
EMPORE	Benelux	774260	1992-01-09	513661	1992-01-09	01	(CLASS 01) - CHEMICALLY REACTIVE SHEET MATERIAL FOR USE IN SEPARATION AND PURIFICATION OF FLUIDS.
EMPORE	Canada	696480	1992-01-06	406893	1993-01-08	null	(CLASS null) - CHEMICALLY REACTIVE SHEET MATERIAL FOR USE IN CHROMATOGRAPHY.
EMPORE	France	92404639	1992-02-07	92404639	1992-02-07	01,05	(CLASS 01) - CHEMICALLY REACTIVE SHEET MATERIAL (OTHER THAN FOR MEDICAL OR VETERINARY USE) FOR USE IN SEPARATIONS AND PURIFICATIONS OF FLUIDS. (CLASS 05) - CHEMICALLY REACTIVE SHEET MATERIAL FOR MEDICAL OR VETERINARY USE, FOR USE IN SEPARATIONS AND

EMPORE	United Kingdom	1487443	1992-01-10	1487443	1992-01-10	01	scientific use in the field of the extraction of solid fibers. (CLASS 11) - Chemicals used in industry, science and photography as well as in agriculture, horticulture and forestry; filtering materials made of chemical, mineral, vegetable substances, unprocessed plastic materials or ceramic materials in particulate form for use in the field of the extraction of solid fibers; plastic sheets with or without reactive particles used for separating and purifying liquids and gases; unprocessed artificial resins, unprocessed plastics; chemical preparations used in medical science for use in the field of the extraction of solid fibers; diagnostic preparations for medial and scientific use in the field of the extraction of solid fibers.
EMPORE	Italy	Mi92C000328	1992-01-17	639490	1994-12-27	01,05	(CLASS 01) - Chemical reactive material for use in separations and purifications of fluids, not including any such goods for use in the food industry. (CLASS 01) - CHEMICALLY REACTIVE SHEET MATERIAL FOR USE IN SEPARATIONS AND PURIFICATIONS OF FLUIDS. (CLASS 05) - CHEMICALLY REACTIVE SHEET MATERIAL FOR USE IN SEPARATIONS AND PURIFICATIONS OF FLUIDS.

EMPORE	Japan	29078/92	1992-03-17	2633907	1994-03-31	01,17	(CLASS 01) - Plastics containing chemical reactant for use in separation of liquid body and gaseous body. (CLASS 17) - Chemically reactive sheet material for use in separations and purification of fluids.
EMPORE	Singapore	371/92	1992-01-17	T92/00371E	1992-01-17	01	(CLASS 01) - CHEMICALLY REACTIVE MATERIAL FOR USE IN SEPARATION AND PURIFICATIONS OF FLUIDS; ALL INCLUDED IN CLASS 1.
EMPORE	Spain	1679067	1992-01-21	1679067	1992-01-21	01	(CLASS 01) - CHEMICALLY REACTIVE SHEET MATERIAL FOR USE IN SEPARATIONS AND PURIFICATIONS OF FLUIDS.
EMPORE	Sweden	181/92	1992-01-09	259069	1994-06-23	01	(CLASS 01) - CHEMICALLY REACTIVE SHEET MATERIAL FOR USE IN SEPARATIONS AND PURIFICATIONS OF FLUIDS FOR INDUSTRIAL PURPOSES.
EMPORE (KATAKANA)	Japan	125847/94	1994-12-13	3308311	1997-05-16	17	(CLASS 17) - PLASTIC MEMBRANES CONTAINING CHEMICALLY REACTIVE PARTICLES FOR USE IN SEPARATIONS AND PURIFICATIONS OF FLUIDS.