

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/25/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Difco Laboratories Incorporated		10/25/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Becton, Dickinson and Company		
Street Address:	1 Becton Drive		
City:	Franklin Lakes		
State/Country:	NEW JERSEY		
Postal Code:	07417		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2770802	DIFCO	
Registration Number:	2866847	DIFCO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	201.847.5552		
Email:	dawn.harley@bd.com		
Correspondent Name:	Dawn K. Harley		
Address Line 1:	Becton,Dickinson and Company		
Address Line 2:	1 Becton Drive		
Address Line 4:	Franklin Lakes, NEW JERSEY 07417		
ATTORNEY DOCKET NUMBER:	TMK20030199/MICROBIOLOGY		
NAME OF SUBMITTER:	Dawn K. Harley		
SIGNATURE:	/Dawn K. Harley/		
DATE SIGNED:	09/18/2019		
Total Attachments: 5			
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MASTER TRADEMARK ASSIGNMENT

This Master Trademark Assignment (this "Assignment"), effective as of October 25, 2018, is made by and between Difco Laboratories Incorporated, a Michigan corporation ("Assignor"), a wholly-owned subsidiary of Thermo Fisher Scientific Inc. ("TFS"), on the one hand, and Becton, Dickinson and Company, a New Jersey corporation ("Assignee"), on the other hand. Capitalized terms used in this Assignment that are not defined herein will have the meaning ascribed to such terms as set forth in the SAPA (as defined below).

WHEREAS, in connection with that certain Stock and Asset Purchase Agreement (the "SAPA"), dated as August 6, 2018, TFS purchased from Assignee (i) all the outstanding capital stock of Assignor and (ii) certain other assets, but, pursuant to the terms of the SAPA, Assignee specifically retained ownership of certain Excluded Assets, and the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith, were among the assets specifically excluded from the sale of stock and assets to TFS pursuant to the SAPA and, thusly, were retained by Assignee (such trademarks and associated goodwill, collectively, the "Marks");

WHEREAS, although Assignee retained ownership of the Marks under the SAPA, the Marks were originally registered in Assignor's name and, due to a clerical oversight at Closing, Assignor and Assignee failed to update the worldwide registrations for the Marks to reflect Assignee as record owner of the Marks; and

WHEREAS, in furtherance of the proper allocation of assets under the SAPA, Assignor hereby desires to assign all of its rights, title and interests in, to and under the Marks to Assignee and Assignee desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the SAPA, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to Assignee, including its successors and permitted assigns, all of Assignor's rights, title and interests, in, to and under (i) the Marks and all of the goodwill of the business associated with the Marks, (ii) all common law rights in, to and under the Marks and (iii) all registrations and pending applications for the Marks and any renewals of such registrations, with respect to (i)-(iii), in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and together with all causes of action for any and all previously occurring infringement of the rights being assigned, with the right to receive and retain the proceeds relating to those infringements.

2. Recording. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Assignment. Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to Assignee as assignee of the entire interest therein.

3. Further Assurances. Upon reasonable request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do

such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Marks in Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

4. Counterparts. This Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements executed and to be performed solely within such State. Any judicial proceeding arising out of or relating to this Assignment shall be brought in the courts of the State of Delaware and, by execution and delivery of this Assignment, each of the parties to this Assignment accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6. Binding Nature. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. WAIVER OF RIGHT TO TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT.

8. Controlling Nature of SAPA. Assignor and Assignee agree that this Assignment is subject to the terms and conditions of the SAPA, including, without limitation, the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the SAPA, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the SAPA. In the event of any conflict or inconsistency between the terms of the SAPA and the terms hereof, the terms of the SAPA shall govern.

* * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed,
nunc pro tunc, effective as of October 25, 2018.

ASSIGNOR:

DIFCO LABORATORIES INCORPORATED

By: Genoffir MacLeod
Name: Genoffir MacLeod
Title: Assistant Secretary

ASSIGNEE:

BECTON, DICKINSON AND COMPANY

By: Gary DeFazio
Name: Gary DeFazio
Title: Sr. VP & Corp. Secy.

Schedule A

Trademarks

Trademark Reference	Mark Name	Country	International Classes	Status	Application Number	Filed Date	Registration Number	Registration Date
TMK19975538	DIFCO	Australia	5	Registered	465859	1987-05-26	465859	1987-05-26
TMK19975539	DIFCO	Australia	1	Registered	465860	1987-05-26	A465860	1987-05-26
TMK19975541	DIFCO	Brazil	5	Registered	810725592	1981-12-30	810725592	1983-09-20
TMK19975542	DIFCO	Canada	1	Registered	586637	1987-06-24	348334	1988-11-25
TMK19975543	DIFCO	Chile	1,5	Registered	97505	1981-10-29	657351	1982-10-08
TMK19975544	DIFCO	Colombia	1	Registered	208452	1982-01-29	109003	1990-04-25
TMK19975546	DIFCO	Denmark	1,2,5	Registered	49111981	1981-11-18	42191985	1985-12-13
TMK19975547	DIFCO	Finland	1,5	Registered	518281	1981-11-19	86816	1983-09-05
TMK19975548	DIFCO	France	1,5	Registered	1237490	1983-05-31	1237490	1983-06-01
TMK19975549	DIFCO	Germany (Federal Republic of)	1	Registered	D358341Wz	1980-12-27	1022950	1980-12-27
TMK19975550	DIFCO	India	1	Registered	368636	1980-11-17	368636	1980-11-17
TMK19975551	DIFCO	India	5	Registered	373215	1981-03-09	373215	1981-03-09
TMK19975552	DIFCO	Italy	1,5	Registered	RM2005C002402	1995-05-17	714194	1997-06-16
TMK19975553	DIFCO	Italy	1,5	Registered	RM95C002358	1995-05-17	1143243	1997-06-16
TMK19975554	DIFCO	Japan	1	Registered	211291937	1987-09-25	305354	1988-08-16
TMK19975555	DIFCO	Japan	2	Registered	H06715623	1982-01-26	1687944	1984-05-29
TMK19975556	DIFCO	Japan	1,5	Registered	H07717782	1982-01-26	1768227	1985-05-30
TMK19975557	DIFCO	Korea, Republic of (KR)	1,5	Registered	8110335	1981-11-19	4090040	1983-04-15
TMK19975560	DIFCO	New Zealand	1	Registered	172761	1987-08-06	172761	1987-08-06
TMK19975561	DIFCO	Norway	1,5	Registered	813153	1981-11-17	130861	1987-12-03
TMK19975562	DIFCO	Peru	1	Registered	149872	1981-11-19	44148	1982-04-19

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TMK19975563	DIFCO	Peru	5	Registered	051226	1981-11-19	44197	1982-04-21
TMK19975564	DIFCO	Portugal	1	Registered	210200	1981-02-09	210200	1988-07-21
TMK19975565	DIFCO	Portugal	5	Registered	212108	1981-06-22	212108	1988-10-21
TMK19975566	DIFCO	Sweden	1,2,5	Registered	816089	1981-11-16	191877	1984-06-29
TMK19975567	DIFCO	Switzerland	1,2,5	Registered	6101	1980-11-27	309208	1981-06-29
TMK19975568	DIFCO	Taiwan	1	Registered	7036954	1981-11-03	179180	1982-06-16
TMK19975569	DIFCO	Taiwan	82	Registered	7036955	1981-11-03	184460	1982-07-16
TMK19975570	DIFCO	Thailand	1	Registered	359159	1988-05-04	Kor73119	1988-05-04
TMK19975571	DIFCO	Turkey	1	Registered	12131581	1981-12-31	132571	1981-12-31
TMK19975574	DIFCO	New Zealand	5	Registered	172762	1987-08-06	172762	1987-08-06
TMK19975576	DIFCO	Brazil	1	Registered	814249582	1988-06-01	814249582	1994-11-29
TMK20010093	DIFCO	United States of America	1,5	Registered	76324222	2001-10-11	2770802	2003-10-07
TMK20030176	DIFCO	Mexico	1	Registered	605708	2003-06-17	851691	2003-09-21
TMK20030177	DIFCO	Mexico	5	Registered	605709	2003-06-17	854287	2004-10-05
TMK20030199	DIFCO	United States of America	2	Registered	78280250	2003-07-29	2866847	2004-07-27
TMK20050235	Difco (Chinese characters)	China	1	Registered	5499050	2006-07-24	5499050	2009-09-28
TMK20070100	Difco (Chinese characters)	China	5	Registered	5941070	2007-03-13	5941070	2010-08-14
TMK20100020	DIFCO	Argentina	1	Registered	2984746	2010-03-10	2414130	2010-12-10

C/Mac