

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sage Labs Inc.		12/30/2019	Corporation: DELAWARE
Horizon Discovery Limited		12/30/2019	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Envigo RMS, LLC		
Street Address:	8520 Allison Pointe Boulevard, Suite 400		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46250		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4169307	KILORAT	
Registration Number:	4579602	SAGEPORT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	12/30/2019		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Sage Labs Inc.
- 2. Horizon Discovery Limited

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. Corp.-DE; 2. Private Limited Company-UK
- Association
- Limited Partnership

Citizenship (see guidelines) 1. USA; 2. UK

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 30, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Envigo RMS, LLC

Street Address: 8520 Allison Pointe Boulevard, Suite 400

City: Indianapolis

State: IN

Country: USA Zip: 46250

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Exhibit A

See Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Elaine Carrera

Name of Person Signing

December 30, 2019

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made effective as of December 30, 2019, by and between Sage Labs Inc., a Delaware corporation, and Horizon Discovery Limited, a private limited company organized under the laws of England and Wales (together, the “Assignors”) and Envigo RMS, LLC, a Delaware limited liability company (“Assignee” and, collectively with the Assignors, the “Parties”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of November 7, 2019, by and among Sage Labs, Inc., Assignee, and Horizon Discovery Group plc (the “Asset Purchase Agreement”), the Assignors desire to assign to Assignee, and Assignee desires to accept, by recordable instrument, all of the Assignors’ rights, titles and interests in and to the marks identified in Exhibit A hereto (the “Marks”), together with all goodwill of the business pertaining thereto. Capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Asset Purchase Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged:

1. Assignors hereby irrevocably assign, transfer and convey to Assignee, and Assignee hereby irrevocably accepts, all of the Assignors’ rights, titles and interests in and to the Marks, including, without limitation, any and all registrations, renewals, applications, and/or common law rights for the Marks, in each case, throughout the world, together with all of the goodwill of the Assignors’ business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments and other relief for past, present or future infringements, dilutions or violations thereof, with the right to sue for, enforce and collect such damages and payments and other relief.

2. Assignors hereby authorize and request the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable non-U.S. jurisdictions, to record Assignee as the assignee and owner of the Marks and to issue all corresponding registrations to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment. Assignors and their successors and assigns shall execute and deliver to Assignee any reasonably necessary further documents or instruments and shall take any actions which may be reasonably necessary to effect the foregoing assignment or the recordation or perfection thereof, all at Assignee’s cost and without further compensation to the Assignors. Assignors agree to promptly deliver to Assignee or its designee all original certificates and documents in their possession relating to the prosecution and maintenance of the Marks.

3. The Parties agree that this Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Assignment shall not be deemed to limit, enlarge or extinguish any obligation or right of the Assignors or Assignee under the Asset Purchase Agreement, all of which obligations and rights, as applicable to the subject matter hereof, shall survive the delivery of this Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

4. This Assignment may be executed in counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

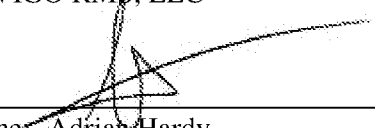
5. This Assignment will be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and performed in such State.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date set forth hereto.

Assignee

ENVIGO RMS, LLC

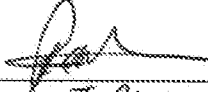
By:  _____

Name: Adrian Hardy

Title: Chief Executive Officer

Assignor

SAGE LABS INC.

By: 
Name: J PANKHANIA
Title: Authorized Person

[Signature Page to Trademark Assignment]

Assignor

HORIZON DISCOVERY LIMITED

By: 
Name: J PANKHARIA
Title: Director

[Signature Page to Trademark Assignment]

EXHIBIT A

TRADEMARKS

Mark	Country	Registration Number	Application Number	Listed Owner	Renewal Year
Sage	Argentina	2,476,048		Sage Labs, Inc	17 Nov 2021
Sage	Argentina	2,508,987		Sage Labs, Inc	15 June 2022
Sage	Australia	1391220		Sage Labs, Inc.	28 Oct 2020
Sage	Canada	TMA828990		Sage Labs, Inc	1 Aug 2027
Sage	China (PR)	8852307	8852307	Sigma-Aldrich Co.	27 Dec 2021
Sage	CTM (Europe)	009088923		Horizon Discover Limited	2020
Sage	India		2047097	Sigma Aldrich Co.	29 Oct 2020
Sage	Mexico	1228894		Sage Labs, Inc.	28 Oct 2020
Sage	Mexico	1395335		Sage Labs, Inc.	7 Sept 2022
Sage	New Zealand	832506		Sage Labs, Inc.	28 Oct 2020
Sage	Singapore	T1014078J		Sigma Aldrich Co.	28 Oct 2020
Kilorat	CTM (Europe)	010514891		Horizon discovery Limited	21 Dec 2021
Kilorat	United States	4,169,307		Horizon Discovery Limited	3 Jul 2021 (9 th year use) 3 Jul 2022
SAGEport	United States	4579602		Horizon Discovery Limited	5 Aug 2020 (6 th yr of use) 05 Aug 2024