

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E I Spectra, LLC D/B/A Orflo Technologies		11/08/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ORFLO Technologies, LLC		
Street Address:	126 E. 56th Street, 23rd Floor		
Internal Address:	c/o BelHealth Investment Fund II, L.P.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77848484	ORFLO	
Serial Number:	85376056	MOXI Z	
Serial Number:	86125344	MOXI FLOW	
Serial Number:	86458929	NEXT-GEN FLOW CYTOMETRY	
Serial Number:	87261851	PREPDX	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1000224304		
NAME OF SUBMITTER:	Chris R. Andersen		
SIGNATURE:	/Chris R Andersen/		

OP \$140.00 77848484

DATE SIGNED:	05/21/2020
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), dated November 8, 2019, is being executed and delivered by ORFLO Technologies, LLC, a Delaware limited liability company (“**Buyer**”), and E.I. Spectra, LLC (d/b/a ORFLO Technologies), a Delaware limited liability company (“**Seller**”), pursuant to that certain Asset Purchase Agreement, dated as of October 18, 2019, by and among Seller, Buyer, Gemini Bioproducts Holding, Inc., a Delaware corporation, and H. Edward Ayliffe (the “**Asset Purchase Agreement**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

WHEREAS, Seller is the owner of all Intellectual Property Assets and any derivation thereof currently used in the conduct of the Business (the “**Purchased Intellectual Property**”);

WHEREAS, in accordance with the terms and conditions of the Asset Purchase Agreement, Buyer is acquiring all right, title and interest in, to and under the Purchased Intellectual Property and Seller has agreed to sell, convey, assign and transfer to Buyer all rights, titles and interest in, to and under the Purchased Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Seller hereby:

IRREVOCABLY SELLS, ASSIGNS, CONVEYS, DELIVERS AND TRANSFERS to Buyer, its successors and assigns, all rights, titles and interest throughout the world in, to and under the Purchased Intellectual Property (including, but not limited to, the Intellectual Property registrations and applications set forth on **Schedule A** hereto), including without limitation the patents, copyrights, trademarks, and trade secrets therein and all goodwill associated therewith and all of Seller’s claims and causes of action for the infringement, misappropriation or other violation by any third party of any rights in, to and under the Purchased Intellectual Property and any derivatives thereof that Seller may possess therein, whether such claims and causes of action are filed, arose, or accrued before or after the execution of this Agreement, and all remedies associated therewith;

AGREES that Buyer shall have the right to obtain and hold in the name of Buyer or its nominee any Intellectual Property rights or other forms of protection that may be or become available for the Purchased Intellectual Property and any derivatives thereof; and

AGREES that Seller will, without additional consideration, give Buyer or its nominee at any time in the future all assistance reasonably requested to perfect Buyer’s rights, title, and interest in, to and under the Purchased Intellectual Property, including without limitation the execution, acknowledgement, and delivery of all documents reasonably necessary to effectuate the intent of this Agreement.

AGREES that Buyer shall have the right to record this Assignment with all applicable Governmental Authorities and registrars so as to perfect its ownership of the Purchased Intellectual Property.

AGREES that Buyer shall have the right to assign this Agreement to an Affiliate of Buyer without the prior written consent of Seller.

FURTHERMORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereby:

AGREE that Section 10.10 of the Asset Purchase Agreement shall be hereby incorporated herein by reference, *mutatis mutandis*; and

AGREE that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

[Signature Page Follows]

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of Buyer.

E.I. SPECTRA, LLC

By: 
Name: HAROLD AYLIFFE
Title: CEO

Acknowledged and agreed: *[Faint, illegible text]*

ORFLO TECHNOLOGIES, LLC
[Faint, illegible text]

By: Gemini Bioproducts Holding, Inc.,
its Sole Member

By: *[Handwritten Signature]* *[Faint, illegible text]*

Name: *Harold Blie*
Title: *President*

SCHEDULE A
TO INTELLECTUAL PROPERTY ASSIGNMENT

Company Website:

- www.orflo.com

Trademarks:

- ORFLO – Registered - App. Number 77/848484
- Moxi Z – Registered – App. Number 85376056
- Moxi Flow – Registered – App. Number 86/125344
- Next-Gen Flow Cytometry – Registered – App. Number 86/458929
- PrepDX – Pending – App. Number 87/261851

Intellectual Property:

- Patent 8329437 - DISPOSABLE PARTICLE COUNTER CARTRIDGE (App Number: 12639095 - Status: Granted)
- Patent 7417418 - THIN FILM SENSOR (App Number: 11452583 - Status: Granted)
- Patent 7579823 - THIN FILM SENSOR (App Number: 12156605 - Status: Granted)
- Patent 7515268 - FLUORESCENCE-ACTIVATED CELL DETECTOR (App Number: 11701711 - Status: Granted)
- Patent 8072603 - FLUORESCENCE-ACTIVATED CELL DETECTOR (App Number: 12378757 - Status: Granted)
- Patent 7520164 - THIN FILM PARTICLE SENSOR (App Number: 11800167 - Status: Granted)
- Patent 8171778 - THIN FILM PARTICLE SENSOR (App Number: 12381252 - Status: Granted)
- Patent 8616048 - REUSABLE THIN FILM PARTICLE SENSOR (App Number: 12985536 - Status: Lapsed)
- Patent 9293311 - MICROFLUIDIC INTERROGATION DEVICE (App Number: 13666131 - Status: Granted)
- Patent 2195114 - INSTRUMENTED PIPETTE TIP [EP] (App Number: 8835264.6 - Status: Limited License - Granted)
- Patent 5658566 - INSTRUMENTED PIPETTE TIP [JP] (App Number: 2010526963 - Status: Limited License -Granted)
- Patent 200980112090 - METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR [CN] (App Number: 200980112090 - Status: To Be Abandoned)
- METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR [EP] (App Number: 9731019.7 - Status: Abandoned)
- METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR [IN] (App Number: 7046DELNP2010 - Status: Abandoned)

- Patent 5303028 - METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR [JP] (App Number: 2011503986 - Status: Abandoned)
- Patent 164740 - METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR [SG] (App Number: 2010066116 - Status: Lapsed)
- Patent 8182635 - METHOD FOR MANUFACTURING A MICROFLUID SENSOR (App Number: 12936243 - Status: Granted)
- Patent 8608891 - METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR (App Number: 13474485 - Status: Granted)
- Patent 8015887 - INSTRUMENTED PIPETTE TIP (App Number: 12679548 - Status: Limited License - Granted)
- Patent 200980158970 - PIPETTE INSTRUMENT [CN] (App Number: 200980158970.1 - Status: Limited License - Granted)
- PIPETTE INSTRUMENT [EP] (App Number: 9844122.3 - Status: Limited License - Published)
- Patent 175303 - PIPETTE INSTRUMENT [SG] (App Number: 2011077260 - Status: Limited License -Granted)
- Patent 9470616 - PIPETTE INSTRUMENT (App Number: 13266450 - Status: Limited License -Granted)
- MICROFLUIDIC CELL SORTER AND METHOD (App Number: 12699745 - Status: Abandoned)
- FLUORESCENCE-BASED PIPETTE INSTRUMENT (App Number: 12744134 – Status: Abandoned)
- MICROFLUIDIC CELL SORTER WITH ELECTROPORATION (App Number: 12872749 - Status: Abandoned)
- Patent 9452429 - METHOD FOR MUTIPLIED MICROFLUIDIC BEAD IMMUNOASSAY (App Number: 13629784 - Status: Granted)
- Patent 9333502 - SAMPLE-ACQUIRING MICROFLUIDIC TESTER (App Number: 13615252 - Status: Granted)
- Patent 8735853 - Fluorescence Flow Cytometry
- Patent 8804105 - Combined Optical Imaging and Electrical Detection
- Patent 9103760 - Fluorescence Flow Cytometry Device and Method
- Patent 9528926 - Fluorescence Flow Cytometry Device and Method
- Patent 9945770 - Fluorescence Flow Cytometry Device and Method
- Patent 9952135 - Microfluidic Interrogation Device
- Patent Cooperation Treaty - Optical Particle Analyzer
- Patent D593205 - Pipette Tip
- Patent D593207 - Pipette Tip Box
- Patent D596756 - Pipette
- PPA 62-371,395 - Cartridge-based Flow Cytometer and Sample Purifier
- PPA Optical Single Particle Analyzer
- 62-615,381 Patent Assignment (June 2018)

- 62-619,577 Patent Assignment (June 2018)
- 62-677,583 Patent Assignment Consumable Microplate