

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578891

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bio-Rad Laboratories Inc. | | 04/01/2020 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | John Wiley & Sons, Inc. | | |
| Street Address: | 111 River Street | | |
| Internal Address: | Legal Department | | |
| City: | Hoboken | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07030 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5493592 | SPECTRABASE | |
| Registration Number: | 2605614 | KNOWITALL | |
| Registration Number: | 1736230 | CHEMWINDOW | |
| Registration Number: | 2485233 | HAVEITALL | |
| 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: | 9178619303 | | |
| Email: | cchristi@wiley.com | | |
| Correspondent Name: | Colleen Christi | | |
| Address Line 1: | 111 River Street | | |
| Address Line 2: | John Wiley & Sons, Inc. | | |
| Address Line 4: | Hoboken, NEW JERSEY 07030 | | |
| NAME OF SUBMITTER: | Colleen Christi | | |
| SIGNATURE: | /colleenchristi/ | | |
| DATE SIGNED: | 06/01/2020 | | |
| Total Attachments: 6 | | | |

OP \$115.00 5493592

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (“**Agreement**”) is made and entered into as of April 1, 2020 (the “**Effective Date**”), by Bio-Rad Laboratories Inc., a Delaware corporation (“**Assignor**”), for the benefit of John Wiley & Sons, Inc., a New York corporation (“**Assignee**”), pursuant to an Asset Purchase Agreement dated April 1, 2020 (the “**Purchase Agreement**”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor desires to transfer, assign, convey, grant and deliver to Assignee and Assignee desires to accept from Assignor the Assigned Trademarks (as defined below) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey, grant and set over unto Assignee, its legal representatives, successors, and assigns, Assignor’s entire right, title, claim and interest that exists today or may exist in the future, in, to and under the trade names, trademarks and service marks set forth in Schedule A attached hereto including any and all applications and registrations in the United States and all foreign countries which may be granted therefor and thereon and any and all intellectual property rights inherent in and appurtenant thereto (all of the foregoing collectively, the “**Assigned Trademarks**”), including all goodwill of the Business symbolized in the foregoing. The Assigned Trademarks shall be held and enjoyed by Assignee for its own use and benefit, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Trademarks. The Assigned Trademarks are assigned with the entire business or portion thereof to which the Assigned Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

2. Acceptance of Assignment. Assignee hereby accepts the assignment, transfer and conveyance of the rights and properties hereby assigned, transferred and conveyed to it herein.

3. Further Assurances. Assignor will, upon reasonable request of Assignee, without further or additional consideration, but at the expense of Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may be reasonably necessary to transfer to Assignee the Assigned Trademarks and the goodwill appurtenant to the Assigned Trademarks, to vest and confirm in Assignee the legal title to the Assigned Trademarks, and to perfect Assignee’s enjoyment of this grant.

4. Recordation. Assignor hereby consents to and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all trademark registration or other documents which may be granted upon any of the Assigned Trademarks in the name of Assignee, as the Assignee to the entire interest therein. Assignee shall have the right to file trademark applications for the Assigned Trademarks in any country.

5. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the State of New

York without regard to conflict of law principles. Each party irrevocably agrees that the courts located in New York County, New York will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

6. Notices. Any notice or other communication required or which may be given in connection with this Agreement must be in writing and delivered personally, sent by electronic transmission or sent by certified, registered or express mail, postage prepaid, and shall be deemed given when so delivered personally, or sent by facsimile transmission or if mailed, five days after the date of mailing, as follows:

a. if to the Assignor, to:

Bio-Rad Laboratories Inc.
1000 Alfred Nobel Drive
Hercules, California 94547
Attention: General Counsel
Facsimile: (510) 741-4048

b. if to the Assignee, to:

John Wiley & Sons, Inc.
111 River Street
Hoboken, NJ 07030
Attention: EVP & General Counsel

Any party may, by notice given in accordance with this Section, to the other parties, designate another address or person for receipt of notices hereunder.

7. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute a single document.

8. Severability. If any term or other provision of this Agreement is found to be invalid, illegal or unenforceable, such provision shall be given the maximum effect permitted under applicable law, and the remainder of this Agreement shall remain valid and fully enforceable according to its terms, and the invalid, illegal or unenforceable provision shall be replaced with a valid, legal and enforceable provision that most closely reflects the intention of the parties.

9. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

10. Purchase Agreement. Nothing in this Agreement will alter any liability or obligation of the parties arising under the Purchase Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed by the undersigned as of the date first above written.

BIO-RAD LABORATORIES INC.

Assignor

By: 

Name: Giovanni Magni

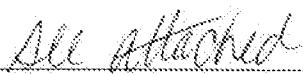
Title: Executive Vice President, Chief Strategy Officer

Date: 3/31/2020

Place: MERCED, CA, USA

On this ____ day of _____, 2020, before me personally appeared Giovanni Magni of Bio-Rad Laboratories Inc. known to be the person named in and who executed the attached document, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL


Notary Public

Date

My commission expires _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

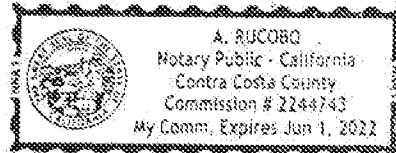
State of California
County of Contra Costa

On 3-31-2020 before me, ARUCOBO, Notary Public
(insert name and title of the officer)

personally appeared Giovanni Magni
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

SCHEDULE A

Trademarks, Service Marks, and Registered Trademarks:

| Mark Name | All Classes | Registration Number | Application Number | Country Code | Status | Actions due <= 31May20 |
|--------------------------------|--------------------|----------------------------|---------------------------|---------------------|---------------|----------------------------------|
| KnowItAll | 09 | 28997234 | 28997234 | CN | In Force | None |
| SpectraBase | 42 | 5493592 | 87/449,881 | US | In Force | None |
| KnowItAll | 09 | 2605614 | 76128560 | US | In Force | None |
| KnowItAll | 09 | 2127405 | 2127405 | EM | In Force | None |
| CHEMWINDOW | 09 | 1736230 | 74/217690 | US | In Force | None |
| HaveltAll | 09 | 4511934 | 2001-022481 | JP | In Force | None |
| HaveltAll | 09 | 2127496 | 2127496 | EM | In Force | None |
| HaveltAll | 09 | 2485233 | 76132272 | US | In Force | None |
| SpectraBase | 42 | 28997235 | 28997235 | CN | In Force | None |
| CHEMWINDOW | 09 | 28997233 | 28997233 | CN | In Force | None |
| SpectraBase | 42 | 018101638 | 018101638 | EM | In Force | None |
| SpectraBase | 42 | UK00003417293 | UK00003417293 | GB | In Force | None |
| KnowItAll | | | 2001-022480 | JP | Lapsed | N/A |
| CHEMWIN | 09 | 2095833 | 75/024890 | US | Lapsed | N/A |
| SADTLER STANDARD SPECTRA | 016 | 831844 | 72/244448 | US | Lapsed | N/A |

| Trademarks (unregistered) |
|----------------------------------|
| ReportIt |
| RefineIt |
| ProfileIt |
| ProcessIt |
| PredictIt |
| OptimizeIt |
| NameIt |
| MineIt |
| ValidateIt |
| KnowItAll QuickSearch |
| KnowItAll AnyWare |
| IR Mentor Pro |
| IntelliBucket |
| SymApps |
| Spectral Searching Made Easy |
| SearchMaster |
| SearchIt |
| Sadtler |
| GoodLook |
| DrawIt |

| Trademarks (unregistered) |
|---------------------------|
| SpecFinder |
| Browselt |
| AssignIt |
| Analyzelt |
| 3D ViewIt |
| CompareIt |
| Deformulation Expert |
| IntelliBucket |
| QC Expert |
| KnowItAll ID Expert |