

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LONZA, LLC		03/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LONZA AMERICA INC.		
Street Address:	412 Mt. Kemble Avenue		
Internal Address:	Suite 200S		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2681803	LARAFEED	
CORRESPONDENCE DATA			
Fax Number:	3123609315		
<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:	3123600080		
Email:	smelby@gbclaw.net		
Correspondent Name:	Greer, Burns & Crain, Ltd.		
Address Line 1:	300 South Wacker Drive		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Lawrence J. Crain		
SIGNATURE:	/Lawrence J. Crain/		
DATE SIGNED:	06/10/2020		
Total Attachments: 5			
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ASSIGNMENT OF U.S. AND NON-U.S. TRADEMARK RIGHTS

THIS ASSIGNMENT OF U.S. AND NON-U.S. TRADEMARK RIGHTS (this "Assignment"), made as of March 1, 2020, is entered into by and between LONZA, LLC, a Delaware Limited Liability Company, having an office located at 412 Mt. Kemble Avenue, Suite 200S, Morristown, NJ 07960 ("Assignor") and LONZA AMERICA INC., a Delaware Corporation, having an office located at 412 Mt. Kemble Avenue, Suite 200S, Morristown, NJ 07960 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Distribution Agreement, dated March 1, 2020 (the "Asset Agreement"), pursuant to which Assignor agreed to assign, transfer, convey, and deliver certain assets to Assignee, including all of Assignor's right, title, and interest in and to the registered trademarks and trademark applications identified on Schedule A hereto, including all registrations and trademark applications therefor and further including all goodwill associated therewith (the "Assigned Trademarks");

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Assignor and Assignee, Assignor and Assignee hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings accorded to them in the Asset Agreement.
2. Assignment. Assignor hereby conveys, assigns, delivers, and transfers to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademarks, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; and (iii) the right to sue and recover for past, present, and future infringement or dilution of the foregoing, and Assignee hereby accepts the foregoing sale, conveyance, assignment, delivery, and transfer from Assignor.
3. Authority. The officer that executes this Assignment on behalf of Assignor is authorized to bind and obligate each of the entities defined herein as part of Assignor. The officer that executes this Assignment on behalf of Assignee is authorized to bind and obligate the entity defined herein as Assignee.
4. Recordation. This Assignment has been executed and delivered by Assignor to Assignee with the intention of Assignee of recording this Assignment with the U.S. Patent and Trademark Office and any non-U.S. trademark offices.
5. Further Assurances. Both parties hereto covenant and agree to prepare, execute, acknowledge, file, record, publish, and deliver to the other party hereto such other instruments, documents, and statements, and take such other action as may be reasonably requested in the discretion of the requesting party to carry out more effectively the purposes of this Assignment, including, without limitation, the recordation of this Assignment, or a suitable form hereof, in any patent and/or trademark office or other similar governmental authority, in each relevant jurisdiction. Each party shall pay its own costs incurred to comply with such request.

6. Merger Clause Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the parties under, or the terms of, the Asset Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Agreement, the Asset Agreement shall govern.


7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflicts of laws rules.

8. Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed to be an original and all of which shall be deemed to constitute the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR

LONZA, LLC

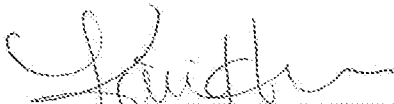
By 

Name: Kimberly Cox Havelson

Title: President

ASSIGNEE

LONZA AMERICA INC.

By 

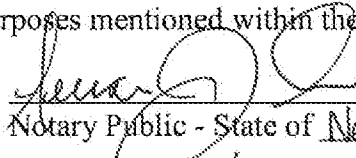
Name: Kimberly Cox Havelson

Title: President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Morris ss.:

On this 2 day of March 2020, before me personally came Kim Harrelson, personally known to me or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the President of Lonza, LLC, and that he/she executed the foregoing Assignment on behalf of Assignor, and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of Assignor for the uses and purposes mentioned within the Assignment.


Notary Public - State of New Jersey
Printed Name Allison Jablonski

My commission expires:

10.30.2022

Allison Jablonski
NOTARY PUBLIC
State of New Jersey
ID #5007059
My Commission Expires 10/30/2022

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Morris ss.:

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Allison Jablonski
Notary Public - State of New Jersey
Printed Name Allison Jablonski

My commission expires:
10.30.2022

Allison Jablonski
NOTARY PUBLIC
State of New Jersey
ID #5007159
Commission Expires 10/30/2022

SCHEDULE A
ASSIGNED TRADEMARKS

Mark	Country	Classes	Status	Registration Number	Registration Date	Application Number	Application Date
LARAFEED	Brazil	05	PENDING			917634624	July 1, 2019
LARAFEED	Brazil	31	PENDING			917634705	July 1, 2019
LARAFEED	China	05, 31	PENDING			39089895	June 25, 2019
LARAFEED	India	31	REGISTERED	4219694	June 28, 2019	4219694	June 28, 2019
LARAFEED	India	05	PENDING			4219693	June 28, 2019
LARAFEED	Canada	05	REGISTERED	1015879	February 25, 2019	1748873	October 2, 2015
LARAFEED	European Union	31	REGISTERED	013962972	April 27, 2017	013962972	April 17, 2015
LARAFEED	Madrid Protocol	05, 31	REGISTERED	1286864	October 1, 2015	A0053559	January 10, 2015
LARAFEED	Mexico	05	REGISTERED	1286864	October 1, 2015	A0053559	October 1, 2015
LARAFEED	Mexico	31	REGISTERED	1286864	October 1, 2015	1286864	October 1, 2015
LARAFEED	United States	05, 31	REGISTERED	2681803	January 28, 2003	76294334	August 2, 2001