

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM585541

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900555087		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAYLOR-WHARTON CRYOGENICS LLC		11/20/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WORTHINGTON CRYOGENICS, LLC		
Street Address:	200 Old Wilson Bridge Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43085		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4856333	K SERIES CRYOSTORAGE SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	216-592-5000		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	CARLOS P. GARRITANO/TUCKER ELLIS LLP		
Address Line 1:	950 MAIN AVENUE		
Address Line 2:	SUITE 1100		
Address Line 4:	CLEVELAND, OHIO 44113		
ATTORNEY DOCKET NUMBER:	014615-000940		
NAME OF SUBMITTER:	CARLOS P. GARRITANO		
SIGNATURE:	/CARLOS P. GARRITANO/		
DATE SIGNED:	07/09/2020		
Total Attachments: 8			
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Trademark Assignment

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the Closing (the "Effective Date") by and between Taylor-Wharton Cryogenics LLC, a Delaware limited liability company ("Assignor"), and Worthington Cryogenics, LLC, an Ohio limited liability company ("Assignee"), and is being entered into pursuant to the Asset Purchase Agreement dated as of November 20, 2015 (the "Agreement"). Capitalized terms used but not defined in this Assignment shall have the meaning set forth in the Agreement.

WHEREAS, in and pursuant to the Agreement, Assignor agreed to sell, convey, assign, transfer, and deliver to Assignee, as successor-in-interest to Worthington Cylinder Corporation, all rights, title, and interest in and to the CryoScience Business Proprietary Rights, and

WHEREAS, under this Assignment, Assignor sells, conveys, assigns, transfers, and delivers to Assignee all rights, title, and interest in and to the Trademarks that are included in or part of the CryoScience Business Proprietary Rights, including, without limitation, those identified on *Schedule 1* to this Assignment, and all goodwill associated therewith (collectively, the "Assigned Trademarks")

NOW, THEREFORE, in consideration of the payment to Assignor under the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor sells, assigns, conveys, transfers, and sets over to Assignee, and Assignee purchases, acquires, and receives from Assignor, all rights, title and interest in and to the Assigned Trademarks, all of them to be held and enjoyed by Assignee, its successors, heirs, and assigns on and as of the Effective Date.

2. Assignor and Assignee agree that, as of the Effective Date, Assignee shall solely and exclusively own and hold, and Assignor hereby assigns to Assignee, all rights, title and interest in and to the Assigned Trademarks and any part, component, aspect, element and right thereof, including, without limitation, the right to, directly or indirectly exercise, exploit, grant rights and license to or under, assign, transfer, convey, commercialize, improve, protect, enforce, or otherwise enjoy any and all rights and benefits encompassed by or resulting from any and all of the Assigned Trademarks, all in Assignee's sole discretion, including, but not limited to, the exploitation, licensing out, assignment, transfer, conveyance, commercialization, enjoyment, and exercise of any economic and non-economic rights, and the development and ownership of any derivative works and technology in any way covered by, embodying, using, utilizing or based on the Assigned Trademarks and/or any part, component, aspect, element and right thereof. Assignor does not and shall not retain, whether expressly, by implication, estoppel or otherwise, any right, title, or interest in and to any or all of the Assigned Trademarks, or any part, component, aspect, element or right therein or thereof. For the avoidance of doubt, Assignee shall solely and exclusively have the right and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to (i) initiate and/or continue any action, suit, litigation, arbitration or other proceeding of any kind, and seek, enforce, and benefit from any right, remedy and/or award, in connection with the Assigned Trademarks, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior to, on, or after the Effective Date, and (ii) file, continue, discontinue, prosecute, or abandon any application for registration of any Assigned Trademark, and (iii) obtain, maintain, abandon, cancel, or let expire any registration of any Assigned Trademark. Assignor does not and shall not have any obligation to account for, report, share, pay, or otherwise provide or deliver, and Assignee is not and shall not be entitled to any or all of, any revenue, payment, royalty, award, or other benefit that Assignee receives or is entitled to for or in connection with any Assigned Trademark, other than the consideration for the assignment thereof expressly stated in the Agreement.

3. If and to the extent requested by Assignee, Assignor shall cause, and hereby authorizes, the United States Patent and Trademark Office, and any other trademark office and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record Assignee as the sole and exclusive owner of any application and/or registration covering the Assigned Trademarks, and to issue any registration, certificate, document or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application and/or registration in the name and for the benefit of Assignee only.

4. If and to the extent that, under or as a matter of any law in any jurisdiction, ownership, title, or any rights or interest in or to any Assigned Trademark cannot be assigned, transferred, and conveyed as provided in this Assignment, Assignor agrees: (i) to make any additional assignment, conveyance, and transfer in or to any Assigned Trademark to the fullest extent permissible for Assignee to receive the rights under this Assignment and the Agreement in and to all Assigned Trademarks, and (ii) to grant, and hereby grants, Assignee an unlimited, exclusive, irrevocable, non-terminable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any Assigned Trademark that cannot be assigned as contemplated by this Assignment.

5. Upon Assignee's request, Assignor shall provide any assistance, including, without limitation, providing any information and documents, executing any documents and affidavits, providing any testimony, and/or rendering any other assistance, as is necessary or useful for Assignee to secure and perfect sole and exclusive ownership of, and obtain registrations in the name of solely Assignee or a third party designated by Assignee, for the Assigned Trademarks and/or any part thereof, and to otherwise fully effect and implement the provisions in this Assignment.

6. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, to demand, receive and collect any and all of the Assigned Trademarks and to give receipts and releases for and in respect of the same, and from time to time to institute and prosecute in Assignor's name, or otherwise for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee or its successors or assigns may deem proper for the collection or recovery of any of the Assigned Trademarks or for the collection and enforcement of any claim or right of any kind regarding the Assigned Trademarks hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign to Assignee and its successors and assigns the Assigned Trademarks granted to Assignee under the Agreement. Assignor declares that the foregoing powers are coupled with an interest and are and will be irrevocable by Assignor or by its dissolution or in any manner or for any reason whatsoever. Nothing in this paragraph will be deemed a waiver of any remedies otherwise available.

7. Should any section, or portion thereof, of this Assignment be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of Assignor and Assignee as set forth herein as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Assignment shall not otherwise be affected. This Assignment shall be binding upon Assignor and all of Assignor's successors and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

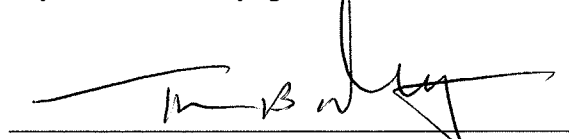
8. This Assignment is subject to, and shall not be deemed to limit, alter, impair, defeat, enhance or enlarge any right, obligation, claim or remedy created by, the Agreement, including any and all of its schedules and exhibits, and the Co-Existence and License Agreement between Assignor and Assignee of even date with the Agreement, and in the event of any conflict between the Agreement or such Co-Existence and License Agreement and this Assignment, the Agreement or such Co-Existence and License Agreement, as applicable, shall prevail.

[Signature page follows]

Assignor and Assignee have executed this Assignment, each through its authorized representative, to be effective retroactively as of the Effective Date.

Assignor:

Taylor-Wharton Cryogenics LLC



Name: Thomas B. Dowdy

Title: CRO

Date: December 7, 2015

Assignee:

Worthington Cryogenics, LLC



Name: Dale T. Brinkman



Title: Vice President


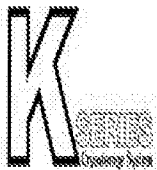


Date: December 7, 2015

[Signature Page to Trademark Assignment Agreement]

Schedule 1

The Assigned Trademarks include, but are not limited to, the following:

TITLE	TM CLASS / Annuity Yr.	COUNTRY	SERIAL NO. FILING DATE	REGISTRATION NO. ISSUED DATE EXPIRY DATE
CROYSCIENCE by Taylor-Wharton™	6, 11	China		
	6	China	13703767 (6) 13703768 (11) 12-Dec- 2013	
	6, 11	Singapore	TM315419G 24-Sep- 2013	T13115419G 09/24/2013
CRYOSCIENCE by Taylor-Wharton®	6, 11, 25	US	85283691 1-APR-2011	

	6,11, 25	US	85283695 1-APR-2011	4155409 5-JUN-2012
	6,11	CTM	13364708 15-Oct-2014	13364708 10-Mar-2015 21-Apr-2024
	6,11	US	86/257751 21-APR-2014	
Taylor-Wharton Partners for Life	6	US	85824589 16-Jan-2013	4515882 15-Apr-2014
TORO by Taylor-Wharton™ & Design 	6	US	85697276 07-AUG-2012	4452202 17-DEC-2013
TORO by Taylor-Wharton™ (words only)	6	US	85/694,660 03-AUG-2012	4452191 17-DEC-2013