

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591893

|   |  |                       |  |
|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                           |
| GE HEALTHCARE<br>BIOPROCESS R&D AB  |  | 03/20/2020            | Private Limited Liability<br>Company: SWEDEN |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Global Life Sciences IP Holdco LLC                 |                       |  |
| <b>Street Address:</b>  | 1209 Orange Street                                 |                       |  |
| <b>City:</b>  | Wilmington   |                       |  |
| <b>State/Country:</b>   | DELAWARE   |                       |  |
| <b>Postal Code:</b>   | 19801  |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |  |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 0890315  |                       |  |
| <b>Registration Number:</b>   | 1290768  |                       |  |
| <b>Registration Number:</b>   | 1820903  | J                     |  |
| <b>Registration Number:</b>   | 0890328  |                       |  |
| <b>Registration Number:</b>   | 0890473  |                       |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 3126165700   |                       |  |
| <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> |  |                       |  |
| <b>Phone:</b>   | 3126165600   |                       |  |
| <b>Email:</b>   | trademark@leydig.com                               |                       |  |
| <b>Correspondent Name:</b>  | Claudia W. Stangle                                 |                       |  |
| <b>Address Line 1:</b>  | Two Prudential Plaza, 180 N Stetson Ave            |                       |  |
| <b>Address Line 2:</b>  | Suite 4900   |                       |  |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60601                            |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 289749   |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Claudia W. Stangle                                 |                       |  |
| <b>SIGNATURE:</b>   | /Claudia W. Stangle/                               |                       |  |
| <b>DATE SIGNED:</b>   | 08/13/2020   |                       |  |

CH \$140.00 0890315

**Total Attachments: 13**

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source=5. 36.01 - Executed - Sweden - Deed (drop logo)\_Redacted#page13.tif

**Dated**

**30<sup>th</sup> March 2020**

**GE HEALTHCARE BIOPROCESS R&D AB**

**— and —**

**GLOBAL LIFE SCIENCES IP HOLDCO LLC**

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**DEED OF ASSIGNMENT OF DROP DEVICE TRADE MARKS**

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THIS DEED is made on

30<sup>th</sup> March 2020

**BETWEEN:**

- (1) **GE HEALTHCARE BIOPROCESS R&D AB** incorporated and registered in Sweden, whose principal business address is at Bjorkgatan 30, 751 84, Uppsala, Sweden (the **Assignor**); and
- (2) **GLOBAL LIFE SCIENCES IP HOLDCO LLC** incorporated and registered in the State of Delaware, United States of America, whose principal business address is at Corporation Trust Center, 1209 Orange Street, Wilmington Delaware 19801(the **Assignee**),

(each, a "**Party**" and collectively, the "**Parties**").

**BACKGROUND:**

- A General Electric Company, a company incorporated in the State of New York, United States of America, whose principal business address is 5 Necco Street, Boston, Massachusetts, 02210, United States ("**GE**") as the ultimate beneficial owner of the Assignor and Danaher Corporation, a company incorporated in the State of Delaware, United States of America, whose principal business address is 2200 Pennsylvania Avenue, NW, Washington, D.C. 20052, United States ("**Danaher**") as the ultimate beneficial owner of the Assignee, entered into an Equity and Asset Purchase Agreement on February 25, 2019 (as supplemented and amended from time to time) regarding the sale and transfer of the Biopharma division of GE's Life Sciences Business Unit by GE to Danaher (the "**Transaction**"); and
- B In connection with, and in furtherance of the Transaction, the Assignor accepted an assignment of the Trade Marks (as defined below) from: (i) GE Healthcare Bio-Sciences AB; and (ii) GE Healthcare Europe GmbH pursuant to a Deed of Assignment between GE Healthcare UK Limited, GE Healthcare Bio-Sciences AB, GE Healthcare Europe GmbH and GE Healthcare Bioprocess R&D AB dated 20 March 2020.
- C The Assignor is therefore the current legal owner of the Trade Marks (as defined below).
- D In connection with, and in furtherance of, the Transaction, the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this Deed.

**IT IS AGREED:**

1. **INTERPRETATION.**

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"**Deed**" means this Deed and the accompanying SCHEDULE 1: Trade Marks.

**“Effective Date”** means the date of this Deed.

**"Trade Marks"** means the registered trade marks and the applications, short particulars of which are set out in Schedule 1.

- 1.2 Except to the extent otherwise provided or that the context otherwise requires, the headings for this Deed are for reference purposes only and do not affect in any way the meaning or interpretation of this Deed.
- 1.3 The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedule.
- 1.4 When a reference is made in this Deed to a clause or Schedule, such reference is to a clause of, or a Schedule to, this Deed, unless otherwise indicated.
- 1.5 Whenever the words "include," "includes" or "including" are used in this Deed, they are deemed to be followed by the words "without limitation".
- 1.6 The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Deed, refer to this Deed as a whole and not to any particular provision of this Deed.
- 1.7 All terms defined in this Deed have the defined meanings when used in any certificate or other document delivered or made available pursuant hereto, unless otherwise defined therein.
- 1.8 The definitions contained in this Deed are applicable to the singular as well as the plural forms of such terms.
- 1.9 References to an entity or a person are also to its successors and permitted assigns.
- 1.10 Any agreement referred to in this Deed shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Deed.

## 2. **ASSIGNMENT**

- 2.1 In consideration of the sum of [REDACTED] (receipt of which the Assignor expressly acknowledges) and in return for and subject to the acceptance by the Assignee of the rights and obligations as set down in this Deed, the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:
  - (a) all statutory and common law rights attaching to the Trade Marks, together with the goodwill associated therewith, and all other corresponding rights that are or may be secured under applicable law;
  - (b) in respect of any and each Trade Mark the right to claim priority from that Trade Mark in respect of applications for future trade marks;
  - (c) in respect of any and each application in the Trade Marks the right to prosecute and obtain grant of trade mark;

- (d) all income, royalties or payments due or payable as of the Effective Date or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trade Marks;
- (e) the absolute entitlement to any trade marks granted pursuant to any of the applications comprised in the Trade Marks or filed as aforesaid; and
- (f) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to recover and retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this Deed.

3. **EXPENSES**

Except as otherwise provided in this Deed, all costs and expenses, including fees and disbursements of counsel, financial and other advisors and accountants, incurred in connection with this Deed and the transactions contemplated by this Deed shall be borne by the Party incurring such costs and expenses.

4. **FURTHER ASSURANCES**

The Parties shall, and shall cause their respective affiliates to, use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Deed, to consummate and make effective the transactions contemplated by this Deed; including execution of individual assignment documentation for filing with the authorities of each individual country; provided, that, as between the Parties, the Assignee shall be responsible for the preparation and filing of such documents and other instruments that may be necessary to record or perfect Assignee's right, title, benefit and interest in, to and under:

- (a) the Trade Marks or any trade marks granted on any of the applications in the Trade Marks or filed as aforesaid; and
- (b) for any and all costs, expenses and fees associated therewith.

5. **NOTICES**

All notices and other communications under this Deed shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), or (ii) one business day following the day sent by overnight courier (with written confirmation of receipt).

6. **AMENDMENT**

No variation of this Deed shall be effective unless in writing and signed by or on behalf of each of the Parties.

7. **ASSIGNMENT**

This Deed and the rights and obligations hereunder may not be assigned by operation of law or otherwise without the prior written consent of the other Party (which consent may be granted or withheld in the sole discretion of such Party), as the case may be, and any attempted assignment that is not in accordance with this Clause 7 shall be null and void; provided, however, that either Party shall be permitted to assign this Deed, in whole or in part, to any of its affiliates; provided, further, that no such assignment shall relieve such Party of its obligations hereunder.

8. **BINDING EFFECT**

Except as otherwise expressly provided herein, this Deed shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

9. **SEVERABILITY**

If any term or other provision of this Deed is declared invalid, illegal or incapable of being enforced by any governmental authority:

- (a) the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision; and
- (b) all other terms and provisions of this Deed shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Deed is not affected in any manner materially adverse to either Party.

10. **THIRD PARTY BENEFICIARIES**

This Deed shall be binding upon and inure solely to the benefit of, and be enforceable by, only the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other entity or person any right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Deed.

11. **COUNTERPARTS**

This Deed may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

12. **GOVERNING LAW**

This Deed (and any dispute or claim relating to it or its subject matter (including non-contractual claims)) is governed by and is to be construed in accordance with English law.

13. **JURISDICTION**

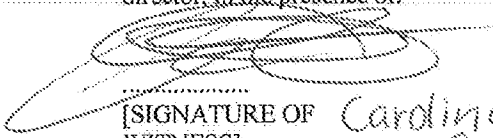
The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or issue (including non-contractual claims) which may arise out of or in connection with this Deed.

**IN WITNESS WHEREOF** this document is executed as a deed and delivered on the date set forth at the beginning of this document in duplicate as follows:



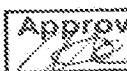
Executed as a deed by **GE  
HEALTHCARE  
BIOPROCESS R&D AB**  
acting by ANN-  
CHRISTINE LÖFGREN a  
director, in the presence of:

  
[SIGNATURE OF  
DIRECTOR]  
Director



[SIGNATURE OF  
WITNESS]  
[NAME, ADDRESS [AND  
OCCUPATION] OF  
WITNESS]

Cardina Hammargvist  
Senior Legal Counsel  
Bruksv. 13A  
75291 UPPSALA  
SWEDEN

Approved/Legal  
 (initials)  
/ / (date)

Executed as a deed by  
GLOBAL LIFE  
SCIENCES IP HOLDCO  
LLC acting by Frank McFaden,  
Vice President & Treasurer, in  
the presence of:

  
.....  
Frank McFaden  
Vice President & Treasurer



Witness

NAME: *Louisa T McFaden*

ADDRESS: *121 Barcelona At Jupiter FL 33458*

OCCUPATION: *Teacher*

**AMENDMENT  
TO THE DEED OF ASSIGNMENT OF DROP DEVICE TRADE MARKS**

This deed (the "Amendment") is dated 17 April 2020 between:

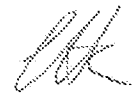
1. GE Healthcare Bioprocess R&D AB, whose principal business address is at Bjorkgatan 30, 751 84, Uppsala, Sweden ("Assignor"); and
2. Global Life Sciences IP Holdco LLC, incorporated and registered in the State of Delaware, United States of America, whose principal business address is at Corporation Trust Center, 1209 Orange Street, Wilmington Delaware 19801 ("Assignee").

WHEREAS, Assignor and Assignee entered into a Deed of Assignment of Drop Device Trade Marks dated March 30, 2020, (the "Assignment Deed"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Assignor and Assignee, intending to be legally bound, wish to amend the Assignment Deed with effect from March 30, 2020 (the "Variation Date") as set out in this Amendment:

1. Amendment of Assignment Deed. With effect from the Variation Date, Schedule 1 of the Assignment Deed is hereby deleted in its entirety and replaced by the Schedule 1 attached hereto.
2. Effect on the Assignment Deed. This Amendment shall be deemed incorporated into the Assignment Deed and shall be construed and interpreted as though fully set forth therein. Except as expressly amended or modified herein, the provisions of the Assignment Deed are and shall remain in full force and effect and are hereby ratified and confirmed. All references in the Assignment Deed or any related agreement or instrument to the Assignment Deed shall hereafter refer to the Assignment Deed as amended hereby.
3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts together shall constitute one agreement.
4. Governing Law. This Amendment (and any dispute or claim relating to it or its subject matter (including non-contractual claims)) is governed by and is to be construed in accordance with English law.
5. Jurisdiction. Assignor and Assignee irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or issue (including non-contractual claims) which may arise out of or in connection with this Amendment.
6. Miscellaneous. The provisions of clauses 4 (Further Assurances), 5 (Notices), 8 (Binding Effect), 9 (Severability) and 10 (Third Party Beneficiaries) of the Assignment Deed shall apply to this Amendment, as if set out in full and so that references in those provisions to "this Deed" shall be construed as references to this Amendment and references to "Party" or "Parties" shall be construed as references to Assignor and/or Assignee, as applicable.

IN WITNESS WHEREOF, this Amendment has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



Executed as deed by **GE HEALTHCARE  
BIOPROCESS R&D AB** acting by  
*Ann-Cristine* director, in the presence of:

*Ann-Cristine*  
[SIGNATURE OF  
DIRECTOR]  
Director

*[Signature]*  
[SIGNATURE OF WITNESS]

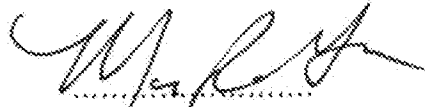
GE Healthcare BioProcess R&D AB

Name of witness: *Carolina Hammarqvist Senior Legal Counsel*  
Address of witness: *Brulsv. 13A*  
*SE-75241 UPPSALA Sweden*

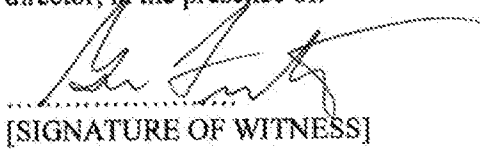
Approved/Legal  
*[Signature]* (initials)  
*12/14/2008* (date)

*[Signature]*

Executed as deed by **GLOBAL LIFE SCIENCES IP HOLDCO LLC** acting by *Mary R. Ghossein* a director, in the presence of:



[SIGNATURE OF DIRECTOR]  
Director



[SIGNATURE OF WITNESS]

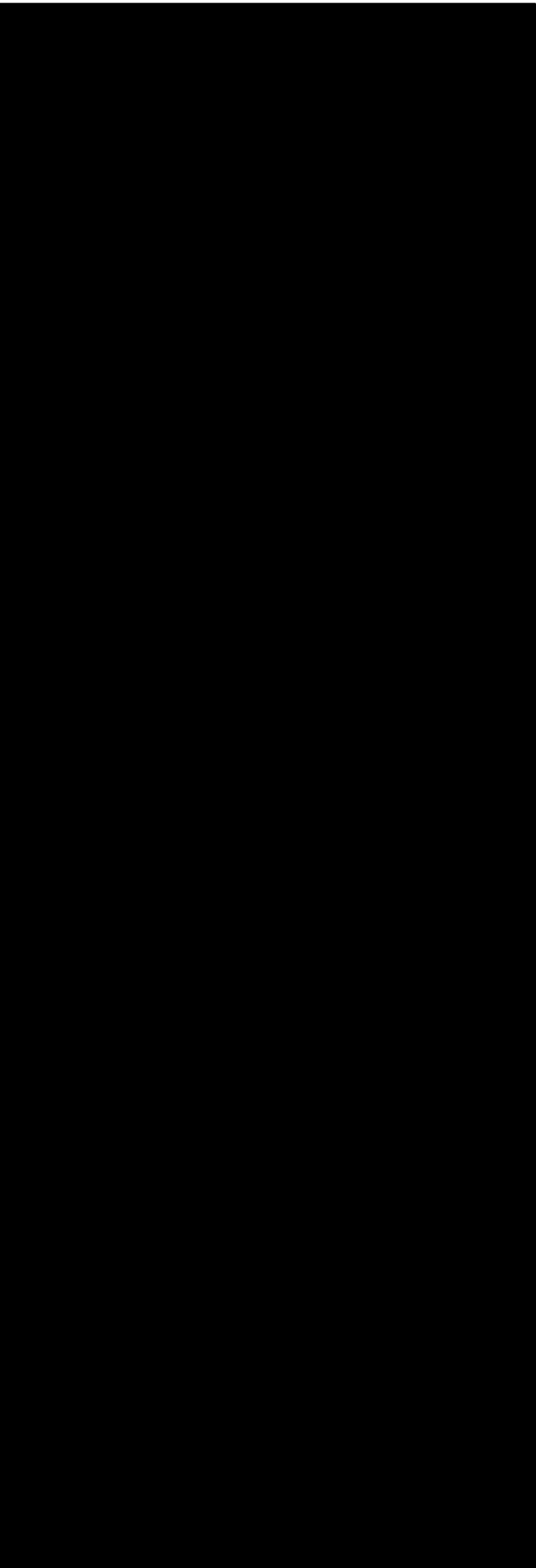
Name of witness: *GAVIN FORTADO*

Address of witness: *26 WART WITMAN TR*

*MORRISTOWN, NJ 07960*

SCHEDULE 1

| TRADEMARK   | COUNTRY                  | APPLICATION NO | REGISTRATION NO | TRADEMARK STATUS | CLASSES AND GOODS   |
|-------------|--------------------------|----------------|-----------------|------------------|---|
| DROP DESIGN | United States of America | 72329660       | 890315          | Registered       | 1 synthetic resins<br>9 Scientific apparatus for the detection or analysis of chemical substances or mixtures of chemical substances - namely, chromatographic units, chromatofocusing units, gel filtration units; laboratory equipment - namely, peristaltic pumps, fraction collectors, column monitors, isoelectric focusing units, electrophoresis units, cell culture units and laboratory centrifuges in class 9 |
| DROP DESIGN | United States of America | 73384469       | 1290768         | Registered       |   |



*OK*

| TRADEMARK   | COUNTRY                  | APPLICATION NO | REGISTRATION NO | TRADEMARK STATUS | CLASSES AND GOODS  |
|-------------|--------------------------|----------------|-----------------|------------------|--|
|             |                          |                |                 |                  | suture materials. All goods in class.  |
|             |                          |                |                 |                  |  |
| DROP DESIGN | United States of America | 74390944       | 1820903         | Registered       | 1 House mark on a wide variety of chemicals for use in science and industry.   |
| DROP DESIGN | United States of America | 72329661       | 890328          | Registered       | 1 Dextran and chemicals for use in radiology   |
| DROP DESIGN | United States of America | 73329662       | 890473          | Registered       | 1 High molecular weight substances for use in separation processes which do not involve chemical reactions in class 1. |
|             |                          |                |                 |                  |  |

*MA*