

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592028

<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 UK Limited		03/31/2020	Private company: UNITED KINGDOM
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4804292	CYTIVA	
<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>	08/14/2020		
<b>Total Attachments: 9</b>			
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**Dated** 31 March 2020

**GE HEALTHCARE UK LIMITED**

**— and —**

**GLOBAL LIFE SCIENCES IP HOLDCO LLC**

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**DEED OF ASSIGNMENT OF CYTIVA TRADE MARKS**

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THIS DEED is made on

31 March 2020

**BETWEEN:**

- (1) **GE HEALTHCARE UK LIMITED** incorporated and registered in England and Wales with company number 03337033 whose registered office is at Amersham Place, Little Chalfont, Buckinghamshire, HP7 9NA, United Kingdom (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**").

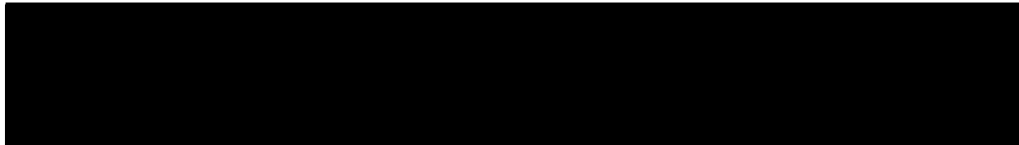
**BACKGROUND:**

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 The Assignor is the registered owner of the Trade Marks (as defined below).

C 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.

D



**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.

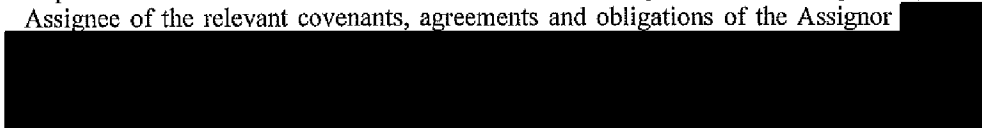
- 1.2 Except to the extent otherwise provided or that the context otherwise requires, the headings for this Deed are for reference purposes only and do not affect in any way the meaning or interpretation of this Deed.
- 1.3 The Schedule forms part of this Deed and shall have effect as if set out in full 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 clause 2.2 and 2.3 of this Deed, the Assignor hereby assigns to the Assignee, absolutely with full title guarantee, 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) the absolute entitlement to any trade marks granted pursuant to any of the applications comprised in the Trade Marks or filed as aforesaid; and
- (e) 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.

2.2 The Assignee assumes and accepts all right, title, benefit and interest of the Assignor in respect of the Trade Marks in consideration for and subject to the assumption by the Assignee of the relevant covenants, agreements and obligations of the Assignor



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.





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**

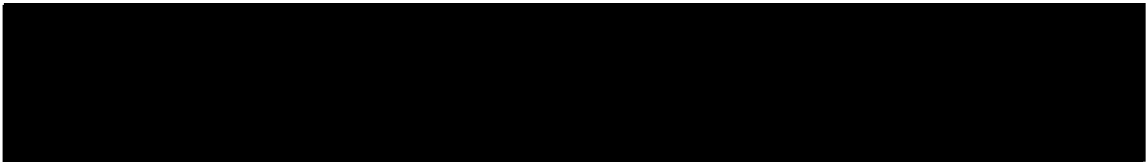
This Deed and the rights and obligations hereunder may not be assigned by operation of law or otherwise without the prior written consent of the other Party (which consent may be granted or withheld in the sole discretion of such Party), as the case may be, and any attempted assignment that is not in 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**

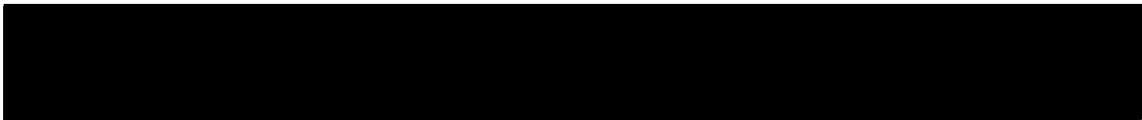
If any term or other provision of this Deed is declared invalid, illegal or incapable of being enforced by any governmental authority:



- (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**

- (a) Except as expressly provided in clause 10(b) 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.

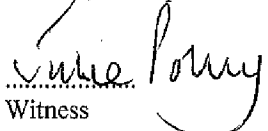
**IN WITNESS WHEREOF** this document is executed as a deed and delivered on the date set forth at the beginning of this document in duplicate as follows:



GRN	Trademark	Country	Application No	Registration No	Classes and Goods
3987007	CYTIVA	United States of America	85170490	4804292	I Chemical reagents for non-medical purposes; cells for scientific in vitro, laboratory and medical research

Executed as a deed by **GE  
HEALTHCARE UK  
LIMITED**  
acting by  
KEVIN O'NEILL, a  
director, in the presence of:


  
.....  
Director

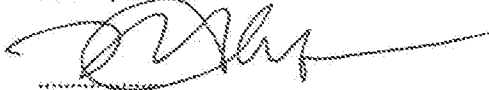
  
.....  
Witness

Witness Name: JULIE POLLEY

Witness Address: POLLARDS WOOD  
NIGHTINGALES LANE  
CHALFONT ST. GILES  
HP8 4SF

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

  
Frank McFaden  
Vice President & Treasurer



Witness

Witness Name: *Laura T McFaden*

Witness Address: *121 Barcelona Dr  
Jupiter FL 33458*