

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENVIGO HOLDINGS, INC.		06/03/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	ENVIGO RMS, LLC		
Street Address:	8520 ALLISON POINTE BOULEVARD		
Internal Address:	SUITE 400		
City:	INDIANAPOLIS		
State/Country:	INDIANA		
Postal Code:	46250		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5008937	ENVIGO	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<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:	404.407.5668		
Email:	todocketing@eversheds-sutherland.com,vickybantug@eversheds-sutherland.com		
Correspondent Name:	EVERSHEDS-SUTHERLAND (US) LLP		
Address Line 1:	999 Peachtree Street, NE, Suite 2300		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	Envigo TBA		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		
DATE SIGNED:	09/03/2020		
Total Attachments: 7			
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Dated: *3 June* 2019

- (1) ENVIGO HOLDINGS, INC.
- (2) ENVIGO RMS, LLC.

Assignment of Trade Marks

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THIS DEED is made on 3 June . 2019

BETWEEN

- (1) ENVIGO HOLDINGS, INC., a Nevada corporation, whose registered office is at 8520 Allison Pointe Boulevard, Suite 400, Indianapolis, IN 46250, United States (the "Assignor"); and
- (2) ENVIGO RMS, LLC., whose principal place of business is at 8520 Allison Pointe Boulevard, Suite 400, Indianapolis, IN 46250 (the "Assignee").

BACKGROUND

- (A) The Assignor is:
 - a) the registered proprietor of the Trade Marks (as defined below); and
 - b) the owner of the Goodwill (as defined below).
- (B) The Assignor has agreed to assign to the Assignee the Trade Marks on the terms and conditions of this Agreement.

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 the following words and expressions have the following meanings unless the context otherwise requires:

"Business"	the Assignor's business to which the Trade Marks relate or, at the date of this Agreement, belong
"Goodwill"	the goodwill of the Assignor in relation to the Business and all trade names associated with the Business
"Trade Marks"	the trade marks particulars of which are contained in Schedule 1
"Transaction Agreement"	the transaction agreement dated 17 April 2019 between Envigo International Holdings, Inc., Envigo RMS Holding Corp., Covance Inc., Evolution Acquisition Corp., Covance Preclinical Corporation and LAB Holdings, LLC

- 1.2 references to the background section, clauses and Schedules are to the background section and clauses of and schedules to this Agreement;
- 1.3 the Schedules form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement will include the Schedules;
- 1.4 the background section and all headings are for ease of reference only and will not affect the construction or interpretation of this Agreement;
- 1.5 unless the context otherwise requires:
 - 1.5.1 references to the singular include the plural and vice versa and references to any gender include every gender;

- 1.5.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.6 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.7 any reference to trade marks includes an EU trade mark and any United Kingdom equivalent right granted in anticipation of or on or after the United Kingdom's withdrawal from the European Union;
- 1.8 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.9 the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.10 references to "in writing" or "written" include facsimile and e-mail but no other methods of electronic messaging;
- 1.11 any reference to any English or Welsh legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing will, in respect of any jurisdiction other than that of England and Wales, be deemed to include a reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction; and
- 1.12 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.

2. TRADE MARKS AND GOODWILL

For the consideration set out in the Transaction Agreement, the Assignor assigns to the Assignee absolutely the Trade Marks and the Goodwill and the full and exclusive benefit of each of them, including all statutory and common law rights, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to 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 or the Goodwill whether occurring before, on or after the date of this Agreement.

3. ENTIRE AGREEMENT

- 3.1 This Agreement and the Separation Agreement executed by Envigo International Holdings, Inc., Envigo RMS Holding Corp., Covance Inc. on 17 April 2019 constitute the entire agreements between the parties hereto and thereto and supersede any prior agreement or arrangement in respect of its subject matter and:
- 3.1.1 neither party has entered into this Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in this Agreement; and
- 3.1.2 nothing in this clause 3 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

4. **NO WAIVER**

A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

5. **SEVERANCE**

If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

6. **COUNTERPARTS/DUPPLICATES**

This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.

7. **RIGHTS OF THIRD PARTIES**

The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

8. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

9. **JURISDICTION**

The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

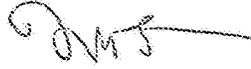
This Agreement is executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

The Trade Marks

Owner	Trademark	Country	Application Number	Registration Number	Registration Date	Class	Trademark Status
Envigo Holdings, Inc.	 	EUTM	013901632	013901632	4 Aug 2015	5, 31, 42, 44, 45	Registered
Envigo Holdings, Inc.	 	United States of America	86584179	5008937	26 Jul 2016	5, 31, 42, 43, 44, 45	Registered

Signed as a deed by
ENVIGO HOLDINGS, INC.
acting by one director
in the presence of:



Signature of director

Witness Signature



Witness Name: *Richard Michaelson*

Witness Address: *601 Hokeness Ave.
Hokeness, NJ 0160*

Signed as a deed by
ENVIGO RMS, LLC.
acting by Authorised Person
in the presence of:



Signature of Authorised Person

Witness Signature



Witness Name: *Richard Michaelson*

Witness Address: *601 Hokeness Ave.
Hokeness, NJ 0160*