

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Company		03/20/2020	Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Hyclone Laboratories LLC		
Street Address:	925 W. 1800 Street		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84321		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88518719	SERA-XTRACTA	
CORRESPONDENCE DATA			
Fax Number:	2149783099		
<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:	2149783000		
Email:	dallastrademarks@bakermckenzie.com		
Correspondent Name:	Dyan M. House		
Address Line 1:	1900 N. Pearl St., Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	50726345		
NAME OF SUBMITTER:	Dyan M. House		
SIGNATURE:	/Dyan M. House/		
DATE SIGNED:	09/17/2020		
Total Attachments: 7			
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THIS DEED is made on

20 March

2020

BETWEEN:

(1) **GENERAL ELECTRIC COMPANY** a company registered in the State of New York, United States of America, having a business address at 1 River Road, Schenectady, NY 12345, United States (the **Assignor**); and

(2) **HYCLONE LABORATORIES LLC** incorporated and registered in the State of Utah, United States of America, whose principal business address is at 925 W. 1800 St Logan, UT 84321 (the **Assignee**),

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

BACKGROUND:

A The Assignor is the proprietor of or applicant for the Trade Marks (as defined below).

B The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this Deed.

C The Assignor is assigning any "intent to use" trademark applications filed with the U.S. Trademark Office that are contained within the Trade Marks to the Assignee in connection with a transfer of the Assignor's business or the portion of Assignor's business to which such Trade Marks pertain, and such business or portion of such business is ongoing and existing.

IT IS AGREED:

1. **INTERPRETATION**

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

1.1 Definitions:

"Business Day" 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.

"Trade Marks" 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 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.

1.4 Whenever the words "include," "includes" or "including" are used in this Deed, they are deemed to be followed by the words "without limitation".

- 1.5 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.
- 1.6 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.
- 1.7 The definitions contained in this Deed are applicable to the singular as well as the plural forms of such terms.
- 1.8 References to an entity or a person are also to its successors and permitted assigns.
- 1.9 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**

In consideration of the sum of \$1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:

- 2.1 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used;
- 2.2 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;
- 2.3 in respect of any and each application in the Trade Marks the right to prosecute and obtain grant of trade mark;
- 2.4 the absolute entitlement to any trade marks granted pursuant to any of the applications comprised in the Trade Marks or filed as aforesaid; and
- 2.5 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**

- (a) 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 and 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:

- (i) the Trade Marks or any trade marks granted on any of the applications in the Trade Marks or filed as aforesaid; and
- (ii) 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, 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 Delaware law.

13. **JURISDICTION**

The parties irrevocably agree that the courts of Delaware 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.

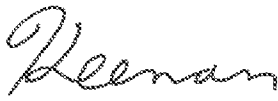
IN WITNESS WHEREOF this document is executed in duplicate as follows:

SCHEDULE 1: TRADE MARKS

GRN	Trademark	Country	Application No	Registration No	Classes and Goods
6647355	SERA- XTRACTA	United States of America	88518719		1 Laboratory reagents, nannely, magnetic silica beads for scientific and research use.
6647626	SERA- XTRACTA	EUTM	18096486	18096486	1 Laboratory reagents, nannely, magnetic silica beads for scientific and research use.

Executed as a deed by
HYCLONE
LABORATORIES LLC
acting by JON VAN PELT
Vice President, in the
presence of:


.....
[SIGNATURE OF
OFFICER]
Vice President


.....
[SIGNATURE OF
WITNESS]
Lisa Keenan
Executive Administrator
100 Results Way
Marlborough, MA 01752

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