

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK AND DOMAIN NAME ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHART INC.		10/01/2020	Corporation: DELAWARE
CHART INDUSTRIES, INC.		10/01/2020	Corporation: DELAWARE
CRYO DIFFUSION S.A.S.		10/01/2020	A FRENCH SOCIETE PAR ACTIONS SIMPLIFEE:
RECEIVING PARTY DATA			
Name:	MVE BIOLOGICAL SOLUTIONS US		
Street Address:	112 WESTWOOD PLACE, SUITE 350		
City:	BRENTWOOD		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4388111	MVE	
Registration Number:	4734118	MVE SECURITY THROUGH SYSTEMS	
Registration Number:	5156745	MVE AUTOMATION SERIES	
Registration Number:	5581532	MVE FUSION	
Registration Number:	4061348	MVE VARIO	
Registration Number:	2624186	QDRIVE	
Registration Number:	3704414	QDRIVE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	067234-0001		

OP \$190.00 4388111

NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	10/14/2020
Total Attachments: 7 source=Project Whiskey - Trademark and Domain Name Assignment#page1.tif source=Project Whiskey - Trademark and Domain Name Assignment#page2.tif source=Project Whiskey - Trademark and Domain Name Assignment#page3.tif source=Project Whiskey - Trademark and Domain Name Assignment#page4.tif source=Project Whiskey - Trademark and Domain Name Assignment#page5.tif source=Project Whiskey - Trademark and Domain Name Assignment#page6.tif source=Project Whiskey - Trademark and Domain Name Assignment#page7.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made as of October 1, 2020, by and among (i) CHART INDUSTRIES, INC., a Delaware corporation ("Parent"), CHART INC., a Delaware corporation ("Chart US"), and CRYO DIFFUSION S.A.S., a French société par actions simplifiée ("Chart France", together with Parent and Chart US, the "Assignors"), and (ii) MVE BIOLOGICAL SOLUTIONS US, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, this Assignment is made pursuant to that certain Purchase Agreement, dated as of August 24, 2020, by and between Parent and Cryoport, Inc., a Nevada corporation (the "Purchase Agreement"), pursuant to which Parent has agreed to cause the Assignors to transfer, assign, convey and deliver certain assets to Assignee, and Assignee agreed to assume certain liabilities of Parent;

WHEREAS, each capitalized term used but not otherwise defined in this Assignment has the meaning ascribed to it in the Purchase Agreement;

WHEREAS, each Assignor is willing to assign to Assignee all rights it may have in and to (i) the trademarks, and all of the registrations and applications therefor, set forth on Schedule A hereto, and all common law rights therein, and all goodwill associated therewith (collectively, the "Assigned Trademarks") and (ii) the domain names set forth on Schedule B hereto (collectively, the "Assigned Domain Names" and, together with the Assigned Trademarks, the "Assigned IP"); and

WHEREAS, Assignee is willing to accept from Assignors the assignment of, all right, title and interest of Assignors in and to the Assigned IP pursuant to and in accordance with the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment. Subject to the terms of the Purchase Agreement, each Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee accepts, all worldwide right, title and interest of each such Assignor in and to the Assigned IP, including any and all associated (i) past and present goodwill symbolized thereby, (ii) registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, (iii) rights to claim priority in accordance with international treaties and conventions, (iv) rights to all income, royalties, damages and payments hereafter due or payable with respect to the Assigned Trademarks, (v) rights to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency, office or registrar, (vi) rights to sue and

recover damages for all causes of action (either in law or in equity) including for past, present and future infringement and dilution of the Assigned Trademarks, (vii) rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable), (viii) other rights, claims, credits, defenses, causes of action (including counterclaims) and all other rights to bring any action at law or in equity and (ix) rights to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. Further Assurances. At Assignee's sole cost and expense, each Assignor hereby covenants and agrees to execute such further and confirmatory assignments in recordable form as Assignee may reasonably request to the extent necessary to vest record title of the Assigned IP in Assignee. Each Assignor further authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions or multinational authorities, to record Assignee as the owner of the Assigned Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole enjoyment of Assignee and its successors and assigns and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Purchase Agreement Controlling. This Assignment is intended to evidence the consummation of certain transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty, except as and to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Assignment shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties of Parent contained in the Purchase Agreement.

4. Miscellaneous. This Assignment is binding upon, and inures to the benefit of and is enforceable by, each of the parties hereto and their respective successors and permitted assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To the extent applicable, Article XII (General Provisions) of the Purchase Agreement shall apply to and govern this Assignment, mutatis mutandis.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

ASSIGNORS:

CHART INDUSTRIES, INC.



By: 
Name: Jillian C. Evanko
Title: Chief Executive Officer and President

CHART INC.

By: 
Name: Jillian C. Evanko
Title: President

CRYO DIFFUSION S.A.S.

By: 
Name: Jillian Case Harris
Title: Chairman

{Trademark and Domain Name Assignment}

TRADEMARK
REEL: 007077 FRAME: 0258

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

ASSIGNEE:

MVE BIOLOGICAL SOLUTIONS US, LLC

By: 

Name: Jerrell Shelton

Title: President & CEO

[Signature Page to Trademark and Domain Name Assignment]

TRADEMARK
REEL: 007077 FRAME: 0259

SCHEDULE A

ASSIGNED TRADEMARKS

- Each of the following trademarks is held by Chart US:

Title	Country or Treaty	Application No.	Registration Status	Registration/Issuance/Grant Date	Registration/Patent No.
CRYOSYSTEM	Japan	2015-074475	Registered	5/27/2016	5853608
HEco	Japan	2015-074473	Registered	7/8/2016	5864755
MVE	Argentina	3239329	Registered	6/11/2014	2656035
MVE	Brazil	84/0488092	Registered	2/2/2016	840488092
MVE	China	12445648	Registered	9/21/2014	12445648
MVE	European Union	011747359	Registered	11/14/2013	011747359
MVE	India	2477178	Registered	2/12/2013	2477178
MVE	Russian Federation	2013712717	Registered	12/12/2014	529480
MVE	Australia	1551950	Registered	8/16/2013	1551950
MVE	Japan	2015-074472	Registered	5/27/2016	5853606
MVE	United States	85/825,906	Registered	8/20/2013	4,388,111
MVE - SECURITY THROUGH SYSTEMS	China	14911523	Registered	9/14/2015	14911523
MVE - SECURITY THROUGH SYSTEMS	South Korea	40-2014-0043660	Registered	3/6/2015	40-1092183
MVE - SECURITY THROUGH SYSTEMS	United States	86/221,010	Registered	5/12/2015	4,734,118
MVE & Design	China	960101606	Registered	12/21/1997	1137677
MVE & Design	European Union	547141	Registered	12/16/1999	547141
MVE AUTOMATION SERIES	United States	86/609,382	Registered	3/7/2017	5,156,745
MVE FUSION	United States	87/340,270	Registered	10/9/2018	5,581,532
MVE VARIO	China	11299522	Registered	1/7/2014	11299522
MVE VARIO	European Union	18052370	Registered	8/28/2019	018052370

MVE VARIO	United States	85/150,595	Registered	11/22/2011	4,061,348
QDRIVE	Canada	1122258	Registered	3/2/2004	TMA603766
QDRIVE	China	11299518	Registered	3/21/2014	11299518
QDRIVE	China	11299519	Registered	5/14/2014	11299519
QDRIVE	China	11299520	Registered	1/7/2014	11299520
QDRIVE	European Union	002467926	Registered	5/19/2003	002467926
QDRIVE	Japan	2001-103635	Registered	4/11/2003	4662380
QDRIVE	United States	76/260,127	Registered	9/24/2002	2,624,186
QDRIVE	United States	77/586,126	Registered	11/3/2009	3,704,414
VARIO	Japan	2015-074474	Registered	5/27/2016	5,853,607

- Each of the following trademarks is held by Chart France:

Title	Country or Treaty	Application No.	Registration Status	Registration/Issuance/Grant Date	Registration/Patent No.
CRYOSKIN	France	94537277	Registered	9/23/1994	94537277

SCHEDULE B

ASSIGNED DOMAIN NAMES

<u>Domain Name</u>	<u>Registrant</u>
mve-inc.com	Chart Industries, Inc.
mvefusionseries.com	Chart Industries, Inc.