

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worthington Cryogenics, LLC		10/30/2020	Limited Liability Company: OHIO
Worthington Cylinders GmbH		10/30/2020	Private limited liability company: AUSTRIA
RECEIVING PARTY DATA			
Name:	IC Biomedical US, LLC		
Street Address:	4040 Championship Drive		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46268		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4856333	K SERIES CRYOSTORAGE SYSTEM	
Registration Number:	4515882	TAYLOR-WHARTON PARTNERS FOR LIFE	
Registration Number:	4155408	CRYOSCIENCE BY TAYLOR-WHARTON	
Registration Number:	4155409	CRYOSCIENCE BY TAYLOR-WHARTON	
Registration Number:	4452202	TORO BY TAYLOR-WHARTON	
Registration Number:	4452191	TORO BY TAYLOR-WHARTON	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<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:	216-622-8200		
Email:	ipdocket@calfee.com,rfalk@calfee.com,ccostanza@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 2:	The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	39413.03905		

OP \$165.00 4856333

NAME OF SUBMITTER:	Ryan W. Falk
SIGNATURE:	/Ryan W. Falk/
DATE SIGNED:	12/31/2020
Total Attachments: 9 source=Project_Freeze_-Trademark_Assignment#page1.tif source=Project_Freeze_-Trademark_Assignment#page2.tif source=Project_Freeze_-Trademark_Assignment#page3.tif source=Project_Freeze_-Trademark_Assignment#page4.tif source=Project_Freeze_-Trademark_Assignment#page5.tif source=Project_Freeze_-Trademark_Assignment#page6.tif source=Project_Freeze_-Trademark_Assignment#page7.tif source=Project_Freeze_-Trademark_Assignment#page8.tif source=Project_Freeze_-Trademark_Assignment#page9.tif	

EXHIBIT D

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (together with all Schedules hereto, this "Trademark Assignment"), is made and entered into effective as of October 30, 2020 (the "Effective Date"), between Worthington Cryogenics, LLC, an Ohio limited liability company with an address of 200 Old Wilson Bridge Road, Columbus, Ohio 43085 ("US Transferor"), Worthington Cylinders GmbH, an Austrian private limited liability company with an address of Beim Flaschenwerk 1, 3291 Kienberg bei Gaming, Austria ("Non-US Transferor"), and Worthington Cylinder Corporation, an Ohio corporation with an address of 200 Old Wilson Bridge Road, Columbus, Ohio 43085 ("Owner" and, together with the US Transferor and Non-US Transferor collectively, the "Assignors") and IC Biomedical US, LLC, a Delaware limited liability company with an address of 4040 Championship Drive, Indianapolis, IN 46268 ("Assignee"). Capitalized terms used, but not defined herein, shall have the meanings set forth in the Proprietary Rights Assignment (as defined below). Each of the parties named above may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, under the terms of that certain Proprietary Rights Assignment Agreement, dated as of the date hereof, by and among Assignors and Assignee, (the "Proprietary Rights Assignment"), Assignors have conveyed, assigned and transferred to Assignee certain Proprietary Rights assets of Assignors, and have agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding Governmental Entities in any applicable jurisdictions.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and without limiting the Proprietary Rights Assignment, Assignors hereby (on behalf of themselves and their Affiliates) absolutely, irrevocably, and unconditionally distributes, conveys, assigns, and transfers to Assignee (on behalf of itself and its successors and permitted assigns), and Assignee hereby accepts, all of the entire worldwide right, title, and interest in and to the following Transferred Proprietary Rights Assets, free and clear of all Liens of any kind whatsoever, including without limitation, in and to the following (collectively, the "Assigned Trademark Rights"):

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, associated with, or symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of the Assignors accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to

prosecute, sue, enforce, collect, recover, or retain damages, costs, or attorneys' fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or other violation of any of the Assigned Trademarks and all claims for profits, proceeds, damages, restitution, and injunctive and all other legal and equitable relief related thereto, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages,

all said rights to be held and enjoyed by Assignee for his own use and enjoyment and for the use and enjoyment of its successors and assigns to the full term of the Assigned Trademark Rights as fully and entirely as the same would have been held by Assignors had this assignment not been made.

2. Recordation and Further Actions. Assignors hereby authorize and request the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding Governmental Entities in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee, to record Assignee as the assignee and owner of the Assigned Trademarks, and to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks in and to the name of Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.

3. Terms of the Proprietary Rights Assignment. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Proprietary Rights Assignment, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademark Rights. The representations, warranties, covenants and agreements contained in the Proprietary Rights Assignment shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Proprietary Rights Assignment and the terms hereof, the terms of the Proprietary Rights Assignment shall govern.

4. Execution in Counterparts. This Trademark Assignment may be executed and delivered (including, where permitted by applicable Law or Governmental Entity, via facsimile or scanned .pdf image) in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment, provided, however, that if an original signature and/or any other formalities (including, without limitation, notarization or apostille) are required by any Governmental Entity, then the parties hereto shall, at Assignee's sole cost and expense, amend, execute, and revise this Trademark Assignment in accordance therewith and in satisfaction thereof.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.


6. Governing Law; Jurisdiction; Waiver of Jury Trial. This Trademark Assignment its construction and the determination of any contractual or non-contractual rights, duties or remedies of the Parties arising out of or relating to this Agreement will be governed by, enforced under and construed in accordance with the laws of the laws of the United States and the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. Any legal suit, action or proceeding arising out of or relating to this Agreement may be instituted in the federal courts of the United States of America, or the courts of the State of Delaware, in each case located in the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in this Agreement will be effective service of process for any suit, action or proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such court and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed and delivered as of the date first above written.

ASSIGNORS:

WORTHINGTON CRYOGENICS, LLC

By: 

Name: Dale T. Brinkman

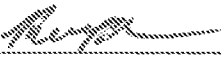
Title: Vice President -- Secretary

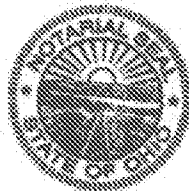
ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF FRANKLIN)SS.

On the 10 day of October, 2020, before me personally appeared Dale T. Brinkman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Vice President -- Secretary of WORTHINGTON CRYOGENICS, LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of WORTHINGTON CRYOGENICS, LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: N/A

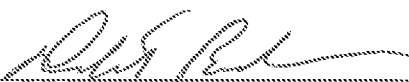

Notary Public
Printed Name: Patrick Kennedy



PATRICK J. KENNEDY, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no application date
Sec. 147.03 R.C.

[Signature page to Trademark Assignment]

WORTHINGTON CYLINDER CORPORATION

By: 

Name: Dale T. Brinkman

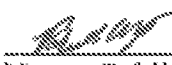
Title: Vice President --- Secretary

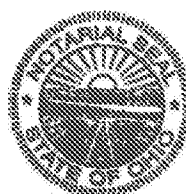
ACKNOWLEDGMENT

STATE OF OHIO)SS.
COUNTY OF FRANKLIN

On the 11th day of October, 2020, before me personally appeared Dale T. Brinkman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Vice President -- Secretary of WORTHINGTON CYLINDER CORPORATION, the corporation described, and acknowledged the instrument to be the free act and deed of WORTHINGTON CYLINDER CORPORATION for the uses and purposes mentioned in the instrument.

My Commission Expires: N/A


Notary Public
Printed Name: Patrick Kennedy




PATRICK J. KENNEDY, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 007153 FRAME: 0657

WORTHINGTON CYLINDERS GMBH

By: 

Name: Eric Smolenski

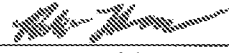
Title: Supervisory Board Member

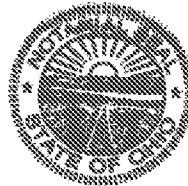
ACKNOWLEDGMENT

STATE OF OHIO)SS.
COUNTY OF FRANKLIN

On the 30th day of October, 2020, before me personally appeared Eric Smolenski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Supervisory Board Member of WORTHINGTON CYLINDERS GMBH, the private limited liability company described, and acknowledged the instrument to be the free act and deed of WORTHINGTON CYLINDERS GMBH for the uses and purposes mentioned in the instrument.

My Commission Expires: N/A


Notary Public
Printed Name: *Patrick Kennedy*



PATRICK J. KENNEDY, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

[Signature page to Trademark Assignment]

AGREED TO AND ACCEPTED:

ASSIGNEE

IC BIOMEDICAL US, LLC

By: _____

Name: Tim Bernica

Title: Vice President

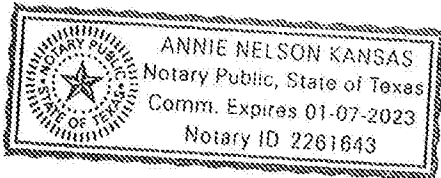
ACKNOWLEDGMENT

STATE OF TEXAS)SS.
COUNTY OF HARRIS

On the 30th day of October, 2020, before me personally appeared Tim Bernica, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Vice President of IC BIOMEDICAL US, LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of IC BIOMEDICAL US, LLC for the uses and purposes mentioned in the instrument.

My Commission Expires:
01-07-2023

Annie Nelson Kansas
Notary Public
Printed Name: ANNIE NELSON KANSAS



[Signature page to Trademark Assignment]

SCHEDULE IActive Marks:

Country	Trademark	Reg. No.	Reg. Date	Owner	Status; Next Deadline
China	CRYOSCIENCE BY TAYLOR- WHARTON & DESIGN	13703768	6/22/2015	Worthington Cryogenics, LLC	Registered; Renewal due 6/20/2025
China	CRYOSCIENCE BY TAYLOR- WHARTON & DESIGN	13703767	5/21/2016	Worthington Cryogenics, LLC	Registered; Renewal due 5/20/2026
Singapore	CRYOSCIENCE BY TAYLOR- WHARTON & DESIGN	T1315419G	4/13/2015	Worthington Cryogenics, LLC	Registered; Renewal due 9/24/2023
European Union	K SERIES CRYOSTORAGE SYSTEM & DESIGN	13364708	3/10/2015	Worthington Cryogenics, LLC	Registered; Renewal due 10/15/2024
US	K SERIES CRYOSTORAGE SYSTEM & DESIGN	4856333	11/17/2015	Worthington Cryogenics, LLC	Registered; Affidavit of Use due 11/17/2021
US	TAYLOR- WHARTON PARTNERS FOR LIFE	4515882	4/15/2014	Worthington Cryogenics, LLC	To be Abandoned; Affidavit of Use was due 10/15/2020

Inactive Marks:

Country	Trademark	Reg. No.	Reg. Date	App. No.	Filing Date	Owner	Status; Next Deadline
US	CRYOSCIENCE BY TAYLOR-WHARTON	4155408	6/5/2012	85283691	4/1/2011	Worthington Cryogenics, LLC	Cancelled 1/11/2019
US	CRYOSCIENCE BY TAYLOR-WHARTON & DESIGN	4155409	6/5/2012	85283695	4/1/2011	Worthington Cryogenics, LLC	Cancelled 1/11/2019
US	TORO BY TAYLOR-WHARTON & DESIGN	4452202	12/17/2013	85697276	8/7/2012	Worthington Cryogenics, LLC	Cancelled 6/24/2020
US	TORO BY TAYLOR-WHARTON	4452191	12/17/2013	85694660	8/3/2012	Worthington Cryogenics, LLC	Cancelled 6/24/2020