

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645398

<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>
Gelest Biosystems, LLC		04/01/2021	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gelest, Inc.		
<b>Street Address:</b>	11 East Steel Road		
<b>City:</b>	Morrisville		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19067		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3419827	BIOSAFE	
<b>Registration Number:</b>	3337440	BIOSAFE	
<b>Registration Number:</b>	3330890	BIOSAFE	
<b>Registration Number:</b>	3433364	BIOSAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159651331		
<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>	215-965-1388		
<b>Email:</b>	blabutta@panitchlaw.com		
<b>Correspondent Name:</b>	Bridget H Labutta		
<b>Address Line 1:</b>	2001 Market Street		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Bridget H Labutta		
<b>SIGNATURE:</b>	/BHLabutta/		
<b>DATE SIGNED:</b>	05/10/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made as of April 1, 2021 from GELEST BIOSYSTEMS, LLC, a Pennsylvania limited liability company (“**Assignor**”), to GELEST, INC., a Pennsylvania corporation (“**Assignee**”).

### RECITALS:

A. Pursuant to that certain Agreement and Plan of Merger effective as of April 1, 2021 between Assignor and Assignee (the “**Merger Agreement**”), (i) Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor’s rights, title and interest in and to the Intellectual Property (defined below); and (ii) Assignee desires to accept the assignment of the Intellectual Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Definitions.** The following definitions apply to this Assignment:

“Intellectual Property” means Trademarks, Copyrights, Patents, and Technology Rights and all other proprietary rights related to, embodied in or created in connection therewith, including, but not limited to, the Trademarks, Copyrights, Patents, and Technology Rights set forth on Schedule “A” attached hereto and all derivatives, modifications and improvements to any of the foregoing.

“Copyrights” means United States and foreign copyrights, copyrightable works, works of authorship, software (source and object code), and databases, including any United States and foreign registrations for, or applications to register, any of the foregoing, currently or hereinafter filed or issued.

“Patents” means all patented or patentable inventions, including but not limited to any United States and foreign patents and patent applications therefore and all reissues, divisions, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof currently or hereinafter filed or issued.

“Technology Rights” means all information, know-how, processes, inventions, procedures, analyses, compositions, devices, apparatus, methods, formulae, frameworks, architectures, configurations, schematics, prototypes, protocols, tools, utilities, techniques, algorithms, software (source and object code), programs, designs, drawings, data, ideas, concepts, models, diagrams, specifications, technical elements, records, notes, documents, writings, manuals and memorandum.

“Trademarks” means trademarks, service marks, logos, designs, and domain names, including, without limitation, any United States and foreign trademark registrations and applications and all renewals thereof currently or hereinafter filed or issued.

2. Assignor hereby irrevocably sells, assigns and transfers to Assignee, its successors and assigns, all right, title and interest in and to the Intellectual Property owned by Assignor, together with the goodwill that is symbolized by the Trademarks or, with respect to any Trademark for which there is an intent to use, the portion of the business to which such Trademark pertains including, but not limited to, including all renewal rights in the Intellectual Property, the right to obtain registrations of the Intellectual Property and obtain Patents or equivalent protection for Patents in the United States and throughout the world, all rights of action arising from the Intellectual Property, all claims for damages for reason of past, present and future infringement of the Intellectual Property, the right to sue for past, present and future infringement of the Intellectual Property and to collect damages for such infringement, and the right to collect all income, royalties and any payments now or hereafter due or payable with respect to the Intellectual Property, all of the foregoing to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns as the same would have been held by Assignor had this assignment not been made, all in Assignee's name.

3. Assignee hereby accepts the foregoing assignment and transfer of the Intellectual Property. Assignee shall assume Assignor's obligations and liabilities with respect to the Intellectual Property arising on or after the date of this Assignment.

4. Assignor will cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to acquire, maintain, consolidate, confirm, perfect, vest and/or record Assignee's full and complete ownership of and title in the Intellectual Property.

5. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

6. This Assignment and all questions relating to its validity, interpretation, performance and enforcement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any rules of interpretation relating to conflicts of law.

7. This Assignment together with the Merger Agreement contains the entire agreement and understanding of the parties relating to the Intellectual Property, and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties relating to the Intellectual Property. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties. This Assignment shall be construed and interpreted in conjunction with the Merger Agreement.

8. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Any party to this Assignment may deliver an executed copy of this Assignment by facsimile or electronic transmission to the other party and any such delivery will have the same force and effect as any other delivery of a manually signed copy of this Assignment.

IN WITNESS WHEREOF, the parties to this Intellectual Property Assignment Agreement have duly executed it as of the date set forth above.

**ASSIGNOR:**

GELEST BIOSYSTEMS, LLC

By: Barry Arkles  
Barry Arkles, President

**ASSIGNEE:**

GELEST, INC.

By: Barry Arkles  
Barry Arkles, President

## Schedule "A"

### Description of Intellectual Property

The Intellectual Property includes, without limitation, the following:

#### 1. PATENTS.

Patent Number	Title	Assignor	Jurisdiction
US 7,858,141	METHOD OF CREATING A SUSTAINED SILICON-CONTAINING QUATERNARY AMMONIUM ANTIMICROBIAL AGENT WITHIN A POLYMERIC MATERIAL	Gelest Biosystems, LLC	US
EP 1863865	METHOD OF CREATING A SOLVENT-FREE POLYMERIC SILICON-CONTAINING QUATERNARY AMMONIUM ANTIMICROBIAL AGENT HAVING SUPERIOR SUSTAINED ANTI-MICROBIAL PROPERTIES	Gelest Biosystems, LLC	France
DE 60 2006 029 485.9	METHOD OF CREATING A SOLVENT-FREE POLYMERIC SILICON-CONTAINING QUATERNARY AMMONIUM ANTIMICROBIAL AGENT HAVING SUPERIOR SUSTAINED ANTI-MICROBIAL PROPERTIES	Gelest Biosystems, LLC	Germany
MX 305166	METHOD OF CREATING A SOLVENT-FREE POLYMERIC SILICON-CONTAINING QUATERNARY AMMONIUM ANTIMICROBIAL AGENT HAVING SUPERIOR SUSTAINED ANTI-MICROBIAL PROPERTIES	Gelest Biosystems, LLC	Mexico
EP 1863865	METHOD OF CREATING A SOLVENT-FREE POLYMERIC SILICON-CONTAINING	Gelest Biosystems, LLC	UK

	QUARTERNARY AMMONIUM ANTIMICROBIAL AGENT HAVING SUPERIOR SUSTAINED ANTI-MICROBIAL PROPERTIES		
US 7,851,653	METHOD OF CREATING A SOLVENT-FREE POLYMERIC SILICON-CONTAINING QUARTERNARY AMMONIUM ANTIMICROBIAL AGENT HAVING SUPERIOR SUSTAINED ANTI-MICROBIAL PROPERTIES	Gelest Biosystems, LLC	US

2. TRADEMARKS.

a. Registered Trademarks.

Registration Number	Trademark Name	Country Name	Assignor
3419827	BIOSAFE	United States of America	Gelest Biosystems, LLC
3337440	BIOSAFE	United States of America	Gelest Biosystems, LLC
3330890	BIOSAFE & DESIGN	United States of America	Gelest Biosystems, LLC
3433364	BIOSAFE & DESIGN	United States of America	Gelest Biosystems, LLC

b. Common Law Mark.

Gelest BioSystems, LLC

3. COPYRIGHTS.

None.