

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Life Sciences Solutions USA LLC		04/30/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Molecular Devices, LLC		
Street Address:	3860 N. First Street		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6182377	IN CARTA	
CORRESPONDENCE DATA			
Fax Number:	6174430004		
<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:	6174439292		
Email:	Trademarks@sunsteinlaw.com		
Correspondent Name:	Steven A. Abreu		
Address Line 1:	Sunstein LLP, 100 High Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	4740/2056		
NAME OF SUBMITTER:	Steven A. Abreu		
SIGNATURE:	/Steven Abreu/		
DATE SIGNED:	06/03/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") dated as of April 30, 2021, is made by Global Life Sciences Solutions USA LLC, Delaware limited liability company ("Assignor"), in favor of Molecular Devices, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement relating to the transfer of certain of the business and assets of Global Life Sciences Solutions Operations UK Ltd and Global Life Sciences Solutions USA LLC to Molecular Devices, LLC, dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, Assignee, and Global Life Sciences Solutions Operations UK Ltd.

WHEREAS, Assignor is the owner of those certain trademark registrations and trademark applications set forth on Schedule A hereto (the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has sold, assigned, conveyed, transferred and delivered to Assignee among other assets, the Marks, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, convey, transfers and delivers to Assignee, all of Assignor's worldwide right, title and interest in, to and under the following:

(a) the Marks and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademarks 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 of the Assigned Trademarks; and

(d) any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor 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 Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, waived, exceeded, expanded, enlarged or in any way affected 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A copy transmitted via e-mail as a portable document format (.pdf) of this Trademark Assignment, bearing the signature of any party hereto shall be deemed to be of the same legal force and effect as an original of this Trademark Assignment bearing such signature(s) as originally written of such one or more parties hereto.

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

6. Governing Law. The validity, interpretation and effect of this Trademark Assignment shall be governed exclusively by the Laws of the State of New York, excluding the "conflict of laws" rules thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

Global Life Sciences Solutions USA LLC

DocuSigned by:
By: Frank T. McFaden
730E8C539A84400...
Name: Frank McFaden
Title: Vice President & Treasurer

ASSIGNEE:

Molecular Devices, LLC

DocuSigned by:
By: Frank T. McFaden
730E8C539A84400...
Name: Frank McFaden
Title: Vice President & Treasurer

[Signature Page to Trademark Assignment Agreement]

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SCHEDULE A

Assigned Trademarks

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	CLASS	GOODS DESCRIPTION	COUNTRY
IN CARTA	1344989	22-Feb-17	1344989	22-Feb-17	9	Image analysis software package to identify and quantify biological specimens within a digital image.	WIPO
IN CARTA	1822339	10-Feb-17	TMA1053279	9-Sep-19	9	Image analysis software package to identify and quantify biological specimens within a digital image.	Canada
IN CARTA	87330418	9-Feb-17	6182377	27-Oct-20	9	Image analysis software package to identify and quantify biological specimens within a digital image.	United States of America
IN CARTA	1344989	9-Feb-17	1344989	9-Feb-17	9	Image analysis software package to identify and quantify biological specimens within a digital image.	Japan
IN CARTA	1344989	9-Feb-17	1344989	9-Feb-17	9	Image analysis software package to identify and quantify biological specimens within a digital image.	EUTM

TRADEMARK

REEL: 007315 FRAME: 0337