

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A. Daigger and Company, Inc.		07/12/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Daigger Sceintific, Inc.		
Street Address:	15300 Bothell Way NE		
Internal Address:	Legal Department		
City:	Lake Forest Park		
State/Country:	WASHINGTON		
Postal Code:	98155		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85554674	LABGENIUS	
CORRESPONDENCE DATA			
Fax Number:	2063068883		
<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:	2065225432		
Email:	legal@iehinc.com		
Correspondent Name:	Beau Backman		
Address Line 1:	15300 Bothell Way NE		
Address Line 2:	Legal Department		
Address Line 4:	Lake Forest Park, WASHINGTON 98155		
NAME OF SUBMITTER:	Beau Backman		
SIGNATURE:	/Beau Backman/		
DATE SIGNED:	10/04/2021		
Total Attachments: 10			
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STOCK PURCHASE AGREEMENT

between

JAMES R. WOLDENBERG FAMILY TRUST II, DATED AUGUST 1, 2002,

WEBER SCIENTIFIC, INC.,

and

JAMES R. WOLDENBERG

dated as of

July 12, 2019

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "**Agreement**"), dated as of July 12, 2019, is entered into among the James R. Woldenberg Family Trust II, dated August 1, 2002, an Illinois trust ("**Seller**"), Weber Scientific, Inc., a New Jersey corporation ("**Buyer**"), and James R. Woldenberg, an individual ("**Woldenberg**"), solely for purposes of Section 4.10. Capitalized terms used and not otherwise defined herein have the meanings set forth in Exhibit A attached hereto.

Recitals

Seller owns all of the issued and outstanding shares of common stock, no par value (the "**Shares**"), of Daigger Scientific, Inc., an Illinois corporation (the "**Company**"); and

Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Shares, subject to the terms and conditions set forth herein;

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Shares for the consideration specified in Section 1.02.

Section 1.02 Purchase Price.

(a) At the Closing, the Buyer shall pay to the Seller an amount (the "**Closing Date Cash Purchase Price**") equal to (i) \$3,600,000, plus (ii) the amount, if any, by which the Estimated Closing Net Working Capital exceeds the Closing Net Working Capital Target, minus (iii) the amount, if any, by which the Closing Net Working Capital Target exceeds the Estimated Closing Net Working Capital, plus (iv) the Estimated Closing Net Cash Amount, minus (v) the Estimated Closing Indebtedness, and minus (vi) the Holdback. The Closing Date Cash Purchase Price is subject to adjustment pursuant to Section 1.03(c) (and such adjusted amount is referred to herein as the "**Purchase Price**").

(b) At the Closing, the Company shall deliver to the Buyer a statement (as may be adjusted pursuant to this clause (b) below, the "**Initial Closing Statement**") setting forth the Company's good faith estimate of (i) the Closing Net Working Capital (the "**Estimated Closing Net Working Capital**"), (ii) the Closing Net Cash Amount (the "**Estimated Closing Net Cash Amount**") and (iii) the Closing Indebtedness (the "**Estimated Closing Indebtedness**"), together with a certificate signed by an officer of the Company certifying that the Initial Closing Statement was prepared in accordance with the principles set forth in Schedule 1.03 to this Agreement and, as applicable, the definition of Closing Net Working Capital. Seller shall permit Buyer and its agents, Representatives and accountants, at the earliest practicable date after Closing and upon at least 24 hours prior written notice by Buyer, to review and, at Buyer's sole cost and expense, make copies of all work papers, schedules and calculations used in the preparation thereof.

Section 2.08 Title to Assets; Real Property.

(a) The Company has good and valid (and, in the case of owned Real Property, good and marketable fee simple) title to, or a valid leasehold interest in, all Real Property and tangible personal property and other assets reflected in the Annual Financial Statements or acquired after the Balance Sheet Date, other than properties and assets sold or otherwise disposed of in the ordinary course of business since the Balance Sheet Date. All such properties and assets (including leasehold interests) are free and clear of Encumbrances, except for liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures.

Section 2.09 Intellectual Property.

(a) "**Intellectual Property**" means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections.

(b) Schedule 2.09(b) lists all patents, patent applications, trademark registrations and pending applications for registration, copyright registrations and pending applications for registration and internet domain name registrations owned by the Company. Except as would not have a Material Adverse Effect, the Company owns or has the right to use all Intellectual Property necessary to conduct the business as currently conducted (the "**Company Intellectual Property**").

(c) Except as would not have a Material Adverse Effect, to Seller's Knowledge: (i) the Company Intellectual Property as currently licensed or used by the Company, and the Company's conduct of its business as currently conducted, do not infringe, misappropriate or otherwise violate the Intellectual Property of any Person; and (ii) no Person is infringing, misappropriating or otherwise violating any Company Intellectual Property. This Section 2.09(c) constitutes the sole representation and warranty of Seller under this Agreement with respect to any actual or alleged infringement, misappropriation or other violation by Seller and the Company of the Intellectual Property of any other Person.

Section 2.10 Insurance. Schedule 2.10 sets forth a list, as of the date hereof, of all material insurance policies maintained by the Company or with respect to which the Company is a named insured or otherwise the beneficiary of coverage (collectively, the "**Insurance Policies**"). Such Insurance Policies are in full force and effect on the date of this Agreement and all premiums due on such Insurance Policies have been paid, except as would not have a Material Adverse Effect.

Section 2.11 Legal Proceedings; Governmental Orders.

(a) There are no actions, suits, claims, investigations or other legal proceedings pending or, to Seller's Knowledge, threatened against or by the Company affecting any of its properties or assets (or by or against Seller or any Affiliate thereof and relating to the Company), which if determined adversely to the Company (or to Seller or any Affiliate thereof) would result in a Material Adverse Effect.

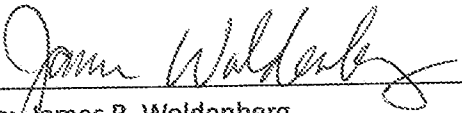
the Transaction, which will be the property of (and be controlled by) Seller. In addition, Buyer agrees that it would be impractical to remove all Attorney-Client Communications from the records (including e-mails and other electronic files) of the Company and its Affiliates. Accordingly, Buyer will not, and will cause each of its Subsidiaries (including, after Closing, the Company) not to, use any Attorney-Client Communication remaining in the records of the Company after Closing in a manner that may be adverse to Seller or any of Seller's Affiliates.

(c) Seller's Retention of Attorney-Client Privilege with Respect to Sell-Side Acquisition Legal Representation. Buyer agrees, on its own behalf and on behalf of its Subsidiaries (including, after Closing, the Company), that from and after Closing (a) the attorney-client privilege, all other evidentiary privileges, and the expectation of client confidence as to all Attorney-Client Communications belong to Seller and will not pass to or be claimed by Buyer, the Company, or any of their Subsidiaries, and (b) Seller will have the exclusive right to control, assert, or waive the attorney-client privilege, any other evidentiary privilege, and the expectation of client confidence with respect to such Attorney-Client Communications. Accordingly, Buyer will not, and will cause each of its Subsidiaries (including, after Closing, the Company) not to, (x) assert any attorney-client privilege, other evidentiary privilege, or expectation of client confidence with respect to any Attorney-Client Communication, except in the event of a post-Closing dispute with a Person that is not Seller or a Seller's Affiliate; or (y) take any action which could cause any Attorney-Client Communication to cease being a confidential communication or to otherwise lose protection under the attorney-client privilege or any other evidentiary privilege, including waiving such protection in any dispute with a Person that is not Seller or a Seller's Affiliate. Furthermore, Buyer agrees, on its own behalf and on behalf of each of its Subsidiaries (including, after Closing, the Company), that in the event of a dispute between Seller or a Seller's Affiliate, on the one hand, and the Company, on the other hand, arising out of or relating to any matter in which HMB jointly represented both parties, neither the attorney-client privilege, the expectation of client confidence, nor any right to any other evidentiary privilege will protect from disclosure to Seller or a Seller's Affiliate any information or documents developed or shared during the course of HMB's joint representation.

[SIGNATURE PAGE FOLLOWS]

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

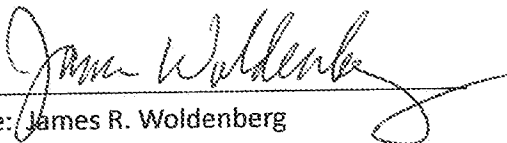
The James R. Woldenberg Family Trust II, dated
August 1, 2002

By 
Name: James R. Woldenberg
Title: Trustee

Weber Scientific, Inc.

By _____
Name:
Title:

For James R. Woldenberg, individually.

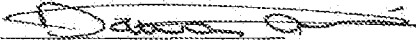
By 
Name: James R. Woldenberg

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

The James R. Woldenberg Family Trust II, dated
August 1, 2002

By _____
Name: James R. Woldenberg
Title: Trustee

Weber Scientific, Inc.

By 
Name: Dalia A. P.
Title: Vice President

For James R. Woldenberg, individually.

By _____
Name: James R. Woldenberg

[Signature Page to Stock Purchase Agreement]

Schedule 2.07(a)

Material Contracts

(i) None.

(ii) None.

(iii)None.

(iv)None.

(v)

- a. Oral contract between the Company and Heathrow Scientific LLC (“Heathrow”) for certain share services (the “Heathrow Services Contract”). At the Closing, the Heathrow Services Contract shall be superseded in its entirety by that certain Transition Services Agreement, dated as of the date hereof, by and between the Company and Heathrow;
- b. 2019 Rebate Plan, dated March 14, 2019, by and between the Company and Heathrow;
- c. Oral contract between Seller and Company, dated July 3, 2019, whereby Seller made a capital investment of \$4,300,000 into Company for the purpose of satisfying all Related Party Payables and Loans. Any and all excess cash from this capital investment was distributed out to Seller following Company’s satisfaction of the Related Party Payables and Loans.

(vi)None.

Schedule 2.09(b)

Company Intellectual Property

1. Trademarks – see Exhibit 2.09(b) attached hereto and incorporated herein by reference
2. Domain Name Registrations

<u>Configuration Name</u>	<u>Configuration Type</u>	<u>Expires</u>
adaigger.com	Domain	12/8/2020
adaigger-inc.com	Domain	12/8/2020
avitrolab.com	Domain	11/17/2021
daiger.net	Domain	9/10/2021
daiger.org	Domain	9/10/2021
daigger.com	Domain	12/17/2020
daigger.info	Domain	4/7/2021
daigger.net	Domain	7/12/2021
daigger.org	Domain	7/12/2021
daiggercanada.com	Domain	10/4/2021
daiggerexport.com	Domain	12/14/2020
daiggerinternational.com	Domain	4/20/2021
daiggerlabchairs.com	Domain	11/14/2019
daiggerlabchairs.com	Domain	12/17/2020
daiggerlabequipment.com	Domain	12/2/2020
daiggerlabsupplies.com	Domain	12/2/2020
daiggerlabsupply.com	Domain	12/2/2020
daiggeronline.com	Domain	9/10/2021
daiggersafety.com	Domain	3/23/2021
daiggerscienceoutlet.com	Domain	5/1/2021
daiggerscientific.com	Domain	12/1/2020
daiggerusa.com	Domain	4/20/2021
dayger.com	Domain	1/15/2021
diagger.com	Domain	12/17/2020
discountlab.com	Domain	12/2/2020
discountlabsupplier.com	Domain	12/2/2020
governmentlabsupply.com	Domain	4/16/2021
gsalabsupply.com	Domain	4/16/2021
labgenius.net	Domain	1/11/2021
mylabsupplier.com	Domain	12/2/2020
mylabsupplies.com	Domain	12/2/2020
natedaiger.com	Domain	9/10/2021
sciedwarehouse.ca	Domain	6/22/2016
sciedwarehouse.com	Domain	7/19/2021
sciencecatalog.com	Domain	12/9/2020
sciencematerials.com	Domain	12/9/2020

Daigger Scientific, Inc. - Worldwide Active Trademarks

Trade Name	Country	Status	Applicant No.	Expire Date	Serial No.	File Date	Goods/Services	Owner	Pub. Ref. No.
AVITROLAB	United States	Registered	77/108,146	2007-02-15	3458902	2008-07-01	9 - Plastic laboratory equipment, namely, bottles, pipette tips and flasks	Daigger Scientific, Inc.	200992-9009-US00
DAIGGER	Azerbaijan	Registered	1033800	2010-02-02	1033800	2010-02-02	9 - House mark for scientific laboratory supplies, apparatus and instruments excluding animals, chemicals and pharmaceuticals 42 - Distributorships featuring scientific equipment and supplies, for laboratory use	Daigger Scientific, Inc.	200992-0003-AZ
DAIGGER	Canada	Registered	856839	1997-09-23	541989	2001-03-07	9 - Scientific laboratory supplies, apparatus and instruments 10 - Clinical laboratory supplies, apparatus and instruments 42 - Distributorship services featuring scientific equipment and supplies for laboratory use, and the operation of a business dealing in scientific equipment and supplies for laboratory use; distributorships featuring scientific equipment and supplies	Daigger Scientific, Inc.	200992-0015-CA00
DAIGGER	China	Registered	25594485	2017-07-31	25594485	2018-11-21	35 - Import-export agency services; sales promotion for others; marketing	Daigger Scientific, Inc.	200992-0003-CN01
DAIGGER	China	Application	1033800	2015-09-17			9 - House mark for scientific laboratory supplies, apparatus and instruments excluding animals, chemicals and pharmaceuticals	Daigger Scientific, Inc.	200992-0003-CN00
DAIGGER	European Union IPO	Registered	1033800	2010-02-02	1033800	2011-02-22	9 - House mark for scientific laboratory supplies, apparatus and instruments excluding animals, chemicals and pharmaceuticals 42 - Distributorships featuring scientific equipment and supplies, for laboratory use	Daigger Scientific, Inc.	200992-0003-EM00
DAIGGER	Georgia	Registered	1033800	2010-02-02	1033800	2010-02-02	9 - House mark for scientific laboratory supplies, apparatus and instruments excluding animals, chemicals and pharmaceuticals 42 - Distributorships featuring scientific equipment and supplies, for laboratory use	Daigger Scientific, Inc.	200992-0003-GE00
DAIGGER	International	Registered	1033800	2010-02-02	1033800	2010-02-02	9 - House mark for scientific laboratory supplies, apparatus and instruments excluding animals, chemicals and pharmaceuticals 42 - Distributorships featuring scientific equipment and supplies, for laboratory use	Daigger Scientific, Inc.	200992-0003-WO00
DAIGGER	Mexico	Registered	883522	2007-09-19	1084854	2009-02-17	39 - Distribution and purchase services, sale of scientific articles for use in laboratory	Daigger Scientific, Inc.	200992-0013-MX01
DAIGGER	Mexico	Registered	883521	2007-09-19	1084853	2009-02-17	9 - Scientific apparatus and instruments and material for laboratories, to weigh, to measure, laboratory equipment, mainly laboratory articles	Daigger Scientific, Inc.	200992-0008-MX01
DAIGGER	Russian Federation	Registered	1033800	2010-02-02	1033800	2010-02-02	9 - House mark for scientific laboratory supplies, apparatus and instruments excluding animals, chemicals and pharmaceuticals 42 - Distributorships featuring scientific equipment and supplies, for laboratory use	Daigger Scientific, Inc.	200992-0003-RU00
DAIGGER	Ukraine	Registered	1033800	2010-02-02	1033800	2010-02-02	9 - House mark for scientific laboratory supplies, apparatus and instruments excluding animals, chemicals and pharmaceuticals 42 - Distributorships featuring scientific equipment and supplies, for laboratory use	Daigger Scientific, Inc.	200992-0003-UA00
DAIGGER	United States	Registered	74/723,083	1995-08-31	2120778	1997-12-16	9 - House mark for scientific laboratory supplies, apparatus and instruments excluding animals, chemicals and pharmaceuticals 10 - House mark for clinical laboratory supplies, apparatus and instruments excluding, animals, chemicals and pharmaceuticals 42 - Distributorships featuring scientific equipment and supplies, for laboratory use	Daigger Scientific, Inc.	200992-0003-US00
DAIGGER	Uzbekistan	Registered	1033800	2010-02-02	1033800	2010-02-02	9 - House mark for scientific laboratory supplies, apparatus and instruments excluding animals, chemicals and pharmaceuticals 42 - Distributorships featuring scientific equipment and supplies, for laboratory use	Daigger Scientific, Inc.	200992-0003-UZ00
EXCELLERON	United States	Registered	77/975,529	2007-02-15	3446376	2008-06-10	5 - Media for cell cultures	Daigger Scientific, Inc.	200992-9010-US01
GENSKIN	United States	Registered	76/387,324	2002-03-25	2754218	2003-08-19	9 - Gloves for laboratory and industrial use 10 - Gloves for medical use	Daigger Scientific, Inc.	200992-9001-US00
LABGENIUS	United States	Registered	85/554,674	2012-02-28	4217651	2012-10-02	9 - Laboratory equipment, namely, baths, centrifuges, heaters, hot plates, mixers, pH meters, pipettes, pipettors, pipette fillers, shakers and stirrers	Daigger Scientific, Inc.	200992-9011-US01

A. Daigger and Company, Incorporated - Worldwide Trademarks

Serial Number	Country	Status	Registration Number	Registration Date	Class	Goods/Services	Applicant	Registration Number	Registration Date	Comments
DAIGGER	Bolivia	Registered	SM-5439-08	2008-11-25	121221 C	2010-06-07	9 - Laboratory supplies, apparatus and instruments	A. Daigger and Company, Incorporated	200992-0006-9C00	Due for renewal in 2020
DAIGGER	Chile	Registered	855119	2009-02-16	876158	2010-02-12	9 - Laboratory supplies, apparatus and instruments	A. Daigger and Company, Incorporated	200992-0006-C100	Due for renewal in 2020
DAIGGER	Costa Rica	Registered	2008-0011827	2008-12-01	190154	2009-05-11	9 - Laboratory supplies, apparatus and instruments	A. Daigger and Company, Incorporated	200992-0006-CR00	Instructed to renew; we will address separately as to what is required to update title
DAIGGER	Guatemala	Registered	2008-09724	2008-12-05	173094	2010-11-09	9 - Laboratory supplies, apparatus and instruments for laboratory research	A. Daigger and Company, Incorporated	200992-0006-GT00	Due for renewal in 2020