

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709090

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: DELAWARE
RECEIVING PARTY DATA			
Name:	Leica Microsystems CMS GmbH		
Street Address:	Ernst-Leitz-Str. 17-37		
City:	Wetzlar		
State/Country:	GERMANY		
Postal Code:	35578		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88705718	CELL DIVE	
Serial Number:	87250307	CELL DIVE	
Serial Number:	74638118	DELTAVISION	
Serial Number:	76117602	SOFTWORX	
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>		
Phone:	2149783000		
Email:	dallastrademarks@bakermckenzie.com		
Correspondent Name:	Dyan M. House		
Address Line 1:	1900 N. Pearl Street, Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	Leica		
NAME OF SUBMITTER:	Dyan M. House		
SIGNATURE:	/Dyan House/		
DATE SIGNED:	02/17/2022		
Total Attachments: 10			
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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 Leica Microsystems CMS GmbH, a German limited liability company (“Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Business Transfer Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Assignor and Assignee.

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.

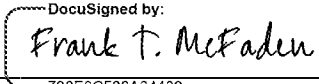
6. Governing Law. The validity, interpretation and effect of this Trademark Assignment shall be governed exclusively by the Laws of the State of New York, excluding the "conflict of laws" rules thereof.

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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

By:  730E8C539A84400...

Name: Frank McFaden

Title: Vice President & Treasurer

ASSIGNEE:

Leica Microsystems CMS GmbH

By: _____

Name: Melanie Hammerschmidt-Broman

Title: Director

By: _____

Name: Markus Lusser

Title: Director

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Leica Microsystems CMS GmbH

By: _____

Name: Melanie Hampperschmidt-Broman

Title: Director

By: _____

Name: Markus Lusser

Title: Director

SCHEDULE A

Assigned Trademarks

TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	CLASS	GOODS DESCRIPTION	COUNTRY
CELL DIVE	1811678	29-Nov-16	TMA1057451	3-Oct-19	0	Medical diagnostic, scientific research, image analysis and scientific laboratory services in the fields of biology, oncology, neurology, infectious disease, immunology and cell culture.	Canada
CELL DIVE	1386003	13-Feb-17	1386003	13-Feb-17		Medical diagnostic laboratory services performed for third parties; image analysis services for scientific and medical research purposes; scientific laboratory services image analysis services for medical diagnostic purposes. An imaging and analysis platform for measurement of cell Diversity, Imaging, Variation and Expression in tissues, cell cultures and isolated cells. It includes a fluorescent imaging device and reagents for hyperplexed analysis of samples, and software (local and cloud-based) for image processing, visualization, biomarker quantification and spatial cell analysis. It is used to classify cell types, activity, distribution and function relative to outcomes in the fields of scientific, biology and medical research including oncology,	United Kingdom

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TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	CLASS	GOODS DESCRIPTION	COUNTRY
						neurology, infectious disease, immunology and cell culture.	
CELL DIVE	88705718	25-Nov-19			1	Reagents for research purposes.	United States of America
CELL DIVE	88705718	25-Nov-19			9	An automated imaging instrument for multiplexed imaging of fixed tissue sections or tissue microarrays. Software for multiplexed imaging of fixed tissue sections that includes features for image correction, image processing, stitching, and workflow management.	United States of America
CELL DIVE	88705718	25-Nov-19			45	Licensing of software for multiplexed imaging of fixed tissue sections for use in the life sciences field. Scientific research, image analysis for scientific research and scientific laboratory services in the fields of biology, oncology, neurology, infectious disease, immunology and cell culture.	United States of America
CELL DIVE	1386003	13-Feb-17	1386003	13-Feb-17	42		WIPO
CELL DIVE	1386003	13-Feb-17	1386003	13-Feb-17	44	Medical diagnostic services.	WIPO

TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	CLASS	GOODS DESCRIPTION	COUNTRY
CELL DIVE	87250307	29-Nov-16			42	Image analysis and scientific laboratory services in the fields of biology, oncology, neurology, infectious disease, immunology and cell culture	United States of America
DELTAVISION	17361833	19-Oct-17	17361833	2-Feb-18	9	Electrical and scientific apparatus, namely, optical imaging apparatus. Image acquisition equipment for use with microscopes; optical sectioning microscopes; microscopes for use with or incorporating equipment and/or software for performing deconvolution; microscopes providing three dimensional images; microscope systems incorporating hardware and/or software for combining a plurality of two dimensional images into a composite image or a three dimensional image; microscopes including image enhancement capabilities; microscopes allowing an image to be acquired over an extended time period; parts and fittings for the aforesaid goods.	United Kingdom
DELTAVISION	2031510	24-Aug-95	2031510	1-Aug-97	9	Equipment which positions the biological samples in three axes, while a charge couple device digitizes the images received from the microscope and then, reproduce three dimensional picture of the specimen by computer, other electronic microscope, other electronic machines and instrument, physical and chemical apparatus and	Japan
DELTAVISION	H07-087195	24-Aug-95	4119172	27-Feb-98	9		

TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	CLASS	GOODS DESCRIPTION	COUNTRY
						instruments, photographic and instruments, cinematographic apparatus and instruments, non-electronic microscopes, other optical apparatus and instruments.	
DELTAVISION OMX	395337267	17-Aug-95	39533726	9-Apr-96	9	Elektrische und wissenschaftliche Apparate, nämlich Apparate zur optischen Bildverarbeitung.	Germany
DELTAVISION OMX	74638118	24-Feb-95	1951203	23-Jan-96	9	Electrical and scientific apparatus, namely, optical imaging apparatus.	United States of America
DELTAVISION OMX	1422647	4/30/20214/30/202112/22/2008	TMA837205	11/28/2012		Electrical and scientific apparatus, namely, optical imaging apparatus and microscopes, all for biological research.	Canada
DELTAVISION OMX	7107431	12/11/2008	7107431	10/14/2010	9	Optical imagine equipment and microscopes, all for biological research.	China
DELTAVISION OMX	20080057745	12/12/2008	829942	7/14/2008	9	Microscopes for biological research, optical apparatus and instruments (except for eyeglasses and photographic apparatus) for biological research, optical microscope apparatus for biotechnological research, and biological microscopes.	S.Korea
DELTAVISION OMX	97057161	12/16/2009	1389313	12/16/2009	9	Electrical and scientific apparatus, namely optical imaging equipment and microscopes, all for biological research.	Taiwan

TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	CLASS	GOODS DESCRIPTION	COUNTRY
DELTAVISION OMX	97057160	12/16/2008	1389312	12/16/2009	9	Electrical and scientific apparatus, namely optical imaging equipment and microscopes, all for biological research.	Taiwan
					9	Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus; computer hardware; computer software; computer software for microscopy, imaging and informatics; parts, fittings and accessories for all the aforesaid goods.	EUTM
	2073807	29-Jan-01	2073807	26-Nov-02	9	Computer software for microscopy, imaging, and informatics sold exclusively through direct sales.	United States of America
	76117602	28-Aug-00	2745760	5-Aug-03	9	Scientific apparatus and instruments, namely a cell imaging device for use	America
	10449819	29-Jan-12	10449819	21-Apr-14	9		China

TRADEMARK	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	CLASS	GOODS DESCRIPTION	COUNTRY
CYTELL	2012-004370	25-Jan-12	5521605	14-Sep-12	9	in scientific, laboratory or medical research. Physical and chemical apparatus and instruments.	Japan

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RECORDED: 02/17/2022