

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carl Zeiss SMT GmbH		02/22/2022	Company: GERMANY
RECEIVING PARTY DATA			
Name:	Leybold GmbH		
Street Address:	Bonner Str. 498		
City:	Koln		
State/Country:	GERMANY		
Postal Code:	D-50968		
Entity Type:	Company: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4930967	ITRAP	
CORRESPONDENCE DATA			
Fax Number:	6123343312		
<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:	6123343222		
Email:	cnelson@wck.com		
Correspondent Name:	Theodore M. Magee		
Address Line 1:	121 South Eighth Street, Suite 1100		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	L209.6000US1		
DOMESTIC REPRESENTATIVE			
Name:	Theodore M. Magee		
Address Line 1:	121 South Eighth Street, Suite 1100		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	CHRISTINE N. NELSON		
SIGNATURE:	/Christine N. Nelson/		
DATE SIGNED:	03/07/2022		
Total Attachments: 2			

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SCHEDULE Trademark Assignment Confirmation

ASSIGNMENT CONFIRMATION OF TRADEMARKS

WHEREAS, Carl Zeiss SMT GmbH, Rudolf-Eber-Straße 2, 73447 Oberkochen, Germany ("ZEISS"), is the owner of record of the Assigned Trademarks (as defined below);

WHEREAS, Leybold GmbH, Bonner Str. 498, 50968 Köln, Germany ("**Purchaser**"), is desirous of acquiring the entire interest in and to the Assigned Trademarks (as defined below);

WHEREAS, ZEISS and Purchaser have entered into an Asset Purchase Agreement for certain trademarks dated 18/05/2020 ("**Asset Purchase Agreement**") wherein ZEISS has agreed to sell and Purchaser has agreed to purchase the Assigned Trademarks, subject to all Encumbrances (as defined below);

WHEREAS, for the purpose of this Assignment, the following terms, whether in singular or in plural form, when used with a capital initial letter shall have the respective meanings as follows:

"**Affiliate**" any legal entity that directly or indirectly controls a Person (hereinafter "**Parent Company**") or is controlled by a Person or its Parent Company. "Control" means direct or indirect ownership of more than fifty per cent (50%) of the stock of such entity, or more than a fifty per cent (50%) interest, direct or indirect, in the decision-making authority of such entity.

"**Assigned Trademarks**" means the trademarks listed in Appendix A of this Assignment.

"**Person**" means any natural person, corporation, company, partnership, association, sole proprietorship, trust, joint venture, non-profit entity, institute, Governmental Entity, trust association or other form of entity not specifically listed herein including, without limitation, ZEISS or any of its Affiliates, or Purchaser or any of its Affiliates.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration to ZEISS in hand paid, the receipt of which is hereby acknowledged, ZEISS has sold, assigned, transferred, and set over onto Purchaser, subject to all Encumbrances, its entire right, title, and interest in and to all of the Assigned Trademarks together with the goodwill of the business symbolized by the Assigned Trademarks, for Purchaser's own use and for the use of its assigns, successors, and legal representatives, to the full end of the term of each of the Assigned Trademarks, including: (i) all past, present, and future causes of action, enforcement rights and claims to pursue past, present and future damages derived by reason of trademark infringement thereof (to the extent such damages are not already paid, awarded or contractually owed to ZEISS, its Affiliates or any predecessor of ZEISS or ZEISS's Affiliates) and to seek injunctive relief and other remedies at law or in equity; (ii) the right to file for extensions and renewals of the Assigned Trademarks; and (iii) the right to file for applications claiming any right of priority to or through the Assigned Trademarks (and obtain ownership of all trademarks issuing on such applications), filed or applied for by Purchaser or by any of Purchaser's Affiliates.

IN TESTIMONY WHEREOF, ZEISS by its fully authorized representatives has executed this Assignment as of the dates indicated below.

Oberkochen, 22/02/2022

Carl Zeiss SMT GmbH

i.V. Holger Gensmaatel

Appendix A: List of Assigned Trademarks

Leybold GmbH

i.V. Joern Lippow

Kate C Rawlins
Head of Intellectual
Property

Appendix A: List of Assigned Trademarks

	A	B	C	D	E	F	G	H	I	J	K
	Trademark	Country	Class	Goods and Services	Application Date	App. Exam. Number	Registration Date	Registration Number	Expiration of use		
1	TRAP	US	241 Zeiss SMT Zsmth	Mass spectrometers	23.07.2013	1369423	23.07.2013	1204925			23.07.2025
2	TRAP	US	241 Zeiss SMT Zsmth	Mass spectrometers	23.07.2013	1369423	23.07.2013	1204925			23.07.2025
3	TRAP	US	241 Zeiss SMT Zsmth	Mass spectrometers	25.06.2015	104026446	16.01.2016	3799792			16.01.2028
4	TRAP	DE	Car Zeiss SMT Zsmth	Mass spectrometers	30.12.2014	302014075497	30.06.2015	302014075497			31.12.2024
5	TRAP	US	241 Zeiss SMT Zsmth	Scientific apparatus, namely, mass spectrometers	13.05.2015	19628657	08.06.2016	4928847	05.04.2022		08.06.2036
6	PGA	TR	Car Zeiss SMT Zsmth	Mass spectrometers	35.06.2016	104056408	16.03.2016	1398784			16.03.2036
7	PGA	RE	241 Zeiss SMT Zsmth	Mass spectrometers	09.12.2014	302814075498	11.08.2015	302814075498			31.12.2024
8	PGA	US	Car Zeiss SMT Zsmth	Scientific apparatus, namely, mass spectrometers	13.05.2015	16628651	05.04.2016	4928846	05.04.2022		05.04.2036
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