

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Euprotein, Inc.		04/30/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Meridian Bioscience, Inc.		
Street Address:	3471 River Hills Drive		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45244		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97288172	EUPROTEIN	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<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:	5135621401		
Email:	mhurst@kmklaw.com		
Correspondent Name:	J. Michael Hurst		
Address Line 1:	One East Fourth Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	J. Michael Hurst		
SIGNATURE:	/j. michael hurst/		
DATE SIGNED:	05/04/2022		
Total Attachments: 5			
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OP \$40.00 97288172

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of April 30, 2022, by and between MERIDIAN BIOSCIENCE, INC., an Ohio corporation (“Purchaser”), and EUPROTEIN, INC., a New Jersey corporation (“Seller”).

RECITALS:

A. Purchaser and Seller are parties to that certain Asset Purchase Agreement, dated April 30, 2022 (the “Purchase Agreement”), pursuant to which Seller has agreed to sell, transfer, convey and deliver to Purchaser, and Purchaser has agreed to purchase, all of Seller’s right, title and interest in and to the Purchased Assets.

B. Pursuant to the Purchase Agreement, Seller desires to assign to Purchaser all of its right, title and interest in, to and under certain Assigned Trademarks (as defined below).

NOW, THEREFORE, for and in consideration of the premises, and the agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy all of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations, trademark applications, and common law or unregistered rights in the trademarks set forth on Schedule 1 hereto 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 Seller accruing under any of the foregoing 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 and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, 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.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives in conjunction with the implementation, perfection and/or recording of this Trademark Assignment, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser or successor thereto.

3. **Governing Law; Waiver of Jury Trial.** This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Ohio or any other jurisdiction). EACH OF THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

4. **Inconsistencies with the Purchase Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Trademark Assignment are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and this Trademark Assignment is not intended to alter the obligations of the parties to the Purchase Agreement. In the event of any inconsistencies between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the parties hereto agree that the terms of the Purchase Agreement shall control.

5. **Method of Execution.** A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement

[Signature Page Follows]

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007712 FRAME: 0156

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

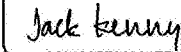
SELLER:

EUPROTEIN, INC.

By: _____
Name: Dr. Guangli Wang
Title: President

PURCHASER:

MERIDIAN BIOSCIENCE, INC.

DocuSigned by:

By: _____
Name: Jack Kenney
Title: President and Chief Executive Officer

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007712 FRAME: 0157

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SELLER:

EUPROTEIN, INC.

By: Dr. Guangli Wang
Name: Dr. Guangli Wang
Title: President

PURCHASER:

MERIDIAN BIOSCIENCE, INC.

By: _____
Name: Jack Kenney
Title: President and Chief Executive Officer

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007712 FRAME: 0158

SCHEDULE 1

Assigned Trademarks

U.S. Federal Trademark Registrations

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>EUPROTEIN</u>	97288172	February 28, 2022	[]	[]	[]	Euprotein, Inc.

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