

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Otsuka America Pharmaceutical, Inc.		07/31/2021	Corporation: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Serial Number:	75706951	BREATHTEK	
Serial Number:	77710392	BREATHTEK	
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:	5135796590		
Email:	mmusekamp@kmlaw.com		
Correspondent Name:	Mark Eric Musekamp		
Address Line 1:	1 E. 4th St., Ste. 1400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Mark E. Musekamp		
SIGNATURE:	/Mark E. Musekamp/		
DATE SIGNED:	06/29/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 31, 2021, by and between MERIDIAN BIOSCIENCE, INC., an Ohio corporation ("Purchaser"), and OTSUKA AMERICA PHARMACEUTICAL INC., a Delaware corporation ("Seller").

RECITALS:

A. Purchaser and Seller are parties to that certain Asset Purchase Agreement, dated July 22, 2021 (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.

6. **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 New York, without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction).

7. **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.

8. **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.

[SIGNATURE PAGE FOLLOWS]

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

OTSUKA AMERICA PHARMACEUTICAL, INC.

By: 

Name: Kabir Nath

Title: President, Chief Executive Officer

MERIDIAN BIOSCIENCE, INC.

By: _____

Name: Bryan T. Baldasare

Title: Executive Vice President, Chief Financial
Officer and Secretary

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

OTSUKA AMERICA PHARMACEUTICAL, INC.

By: _____

Name:

Title:

MERIDIAN BIOSCIENCE, INC.

DocuSigned by:

Bryan T. Baldasare

By: _____

Name: Bryan T. Baldasare

Title: Executive Vice President, Chief Financial Officer and Secretary

SCHEDULE 1

Assigned Trademarks

U.S. Federal Trademark Registrations

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Status/Status Date	Owner
<u>BREATHTEK</u>	77710392	April 9, 2004	3739126	January 19, 2010	Registered, January 14, 2016 Office Status: Section 71 Accepted	Otsuka America Pharmaceutical, Inc.
<u>PRANACTIN</u>	75039304	December 26, 1995	2089937	August 19, 1997	Cancelled, May 1, 2020 Office Status: Cancelled - Section 8	Meretekdiagnostics, Inc. (Delaware Corporation)

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