

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM749553

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900701025		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advanced Immunoassays LLC		12/08/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alere San Diego, Inc.		
<b>Street Address:</b>	100 Abbott Park Road		
<b>City:</b>	Abbott Park		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60064		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4927765	SEFRIA	
<b>Registration Number:</b>	0112874		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2246677052		
<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>			
<b>Phone:</b>	12246675121		
<b>Email:</b>	trademarks@abbott.com		
<b>Correspondent Name:</b>	Michele H. Bowman		
<b>Address Line 1:</b>	100 Abbott Park Road		
<b>Address Line 4:</b>	Abbott Park, ILLINOIS 60064		
<b>NAME OF SUBMITTER:</b>	Michele H. Bowman		
<b>SIGNATURE:</b>	/Michele H. Bowman/		
<b>DATE SIGNED:</b>	08/18/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment Agreement**”), effective as of December 8, 2021 (the “**Effective Date**”), is made and entered into by and between Advanced Immunoassays LLC, a Delaware limited liability company, with an address at 515 N. Alahmar Street, Alhambra, California 9180 (“**Assignor**”), and Alere San Diego, Inc., a Delaware corporation, with an address at 100 Abbott Park Road, Abbott Park, Illinois 60064-3500 (“**Assignee**”). Each of the parties hereto is referred to herein individually as a “**Party**,” and collectively as the “**Parties**”.

WHEREAS, pursuant to the Asset Purchase Agreement dated as of December 8, 2021 (the “**APA**”), by and among Assignor, NeosDx LLC, a California limited liability company, and solely with respect to Article 4 and Sections 6.03, 6.04, 6.05(a), 6.06 and 6.07(a) (and Sections 1.01, 1.03 and Article IX of the APA, as they relate to the foregoing sections), William A. Coty in his individual capacity and solely with respect to Article 4 and Sections 6.03, 6.04, 6.05(a), and 6.06 (and Sections 1.01, 1.03 and Article IX of the APA, as they relate to the foregoing sections), Robert S. Wolf in his individual capacity, and Assignee, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, the Trademarks (as defined in the APA) set forth on Schedule A hereof (collectively, “**Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. Assignment.** Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to Assignee all of Assignor’s rights, title and interests of every kind, nature and description in, to and under the Trademarks. The assignment of the rights, title or interests in Trademarks pursuant to this Section 1 shall include (a) the assignment of Assignor’s right, title and interest in the Trademarks, (b) any and all goodwill connected with the use of and symbolized by such Trademarks, and (c) the rights, as applicable: (i) to sue and recover damages and obtain other equitable relief for present and future infringement, dilution, misappropriation or other violation or conflict associated with the Trademarks, (ii) to claim priority based on the Trademarks under the laws of any jurisdiction and/or under international conventions or treaties, (iii) to prosecute, register, maintain and defend the Trademarks before any public or private agency, office or registrar and (iv) to fully and entirely stand in the place of Assignor and its affiliates, as applicable, in all matters related to the Trademarks as if this Assignment Agreement had not been made.

**SECTION 2. Recordation.** Assignor hereby authorizes Assignee to record this Assignment Agreement with any relevant governmental authority so as to perfect its ownership of the Trademarks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and applications for the Trademarks to Assignee as assignee of Assignor’s right, title and interest therein, in accordance with this Assignment Agreement, and to issue to Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Trademarks.

**SECTION 3. Further Assurances.** From and after the Effective Date, upon Assignee's reasonable request and at Assignee's expense, Assignor shall cooperate with Assignee to (a) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney and any others documents or instruments; (b) file or cause to be filed all filings with the appropriate governmental authorities and/or domain name registrars; and (c) take or cause to be taken all actions as may be reasonably required to convey and transfer to and vest in Assignee and protect its right, title and interest in, to and under all of the Trademarks, and as otherwise may be appropriate to carry out the transactions contemplated by this Assignment Agreement.

**SECTION 4. Terms of the APA.** This Assignment Agreement is an instrument of transfer contemplated by, and executed pursuant to, the APA, and references in this Assignment Agreement to the APA are to the APA as it may be amended or waived from time to time in accordance with the terms thereof. This Assignment Agreement contains the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof except for the APA and the Ancillary Agreements. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA will govern. Nothing in this Assignment Agreement is intended to modify, amend or alter in any respect the agreements, rights and obligations of the parties under the APA, including the covenants set forth in the APA, all of which will survive and remain in full force and effect notwithstanding the execution and delivery of this Assignment Agreement to the extent provided in the APA.

**Section 3      Notice.** Except as otherwise expressly provided in this Assignment Agreement, any notice or other communication required or permitted under this Assignment Agreement shall be in writing and deemed to have been duly given if made in accordance with Section 9.11 of the APA.

**Section 4      Governing Law.** This Assignment Agreement shall be construed and enforced in accordance with and governed by the Laws of the State of New York without regard to the conflicts of laws provisions thereof.

**Section 5      Counterparts.** The parties may execute this Assignment Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original.

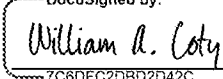
**Section 6      Amendment.** The Parties may amend this Assignment Agreement only by a written agreement signed by each party to be bound by the amendment and that identifies itself as an amendment to this Assignment Agreement.

**Section 7      No Third Party Beneficiaries.** This Assignment Agreement is for the sole benefit of the parties and their permitted assigns and nothing herein, express or implied, shall give or be construed to give to any Person, other than the parties and such permitted assigns, any legal or equitable rights hereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Assignment Agreement as of the date first written above.

**ADVANCED IMMUNOASSAYS LLC**

By:   
7C6DFC2DBD2D42C...  
Name: William A. Coty  
Title: President

**ALERE SAN DIEGO, INC.**

By: \_\_\_\_\_  
Name: Louis H. Morrone  
Title: President

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Assignment Agreement as of the date first written above.

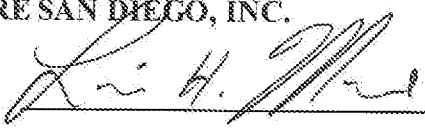
**ADVANCED IMMUNOASSAYS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ALERE SAN DIEGO, INC.**

By:  \_\_\_\_\_

Name: Louis H. Morrone

Title: President

*(Signature Page to Trademark Assignment Agreement)*

**SCHEDULE A**  
**TRADEMARKS**

<b>Jurisdiction</b>	<b>Mark/Name</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
Australia	<u>SEFRIA</u>	1517977	IR number 112874	July 28, 2012
Canada	<u>SEFRIA</u>	1620498	TMA995292	April 25, 2018
U.S. Federal	<u>SEFRIA</u>	85685896	4927765	March 29, 2016
WIPO	<u>SEFRIA</u>	85685896	112874	July 28, 2012