## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM745722

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bend Research, Inc.		07/01/2022	Corporation: OREGON

#### **RECEIVING PARTY DATA**

Name:	EMD Millipore Corporation		
Street Address:	400 SUMMIT DR.		
City:	BURLINGTON		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Corporation: MASSACHUSETTS		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	5796717	MAST	
Registration Number:	6263580	MAST	

#### CORRESPONDENCE DATA

Fax Number: 2122925391

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.

Phone: 2122925390

Email: mail@ipcounselors.com **EPSTEIN DRANGEL LLP Correspondent Name:** Address Line 1: 60 EAST 42ND STREET

Address Line 2: **SUITE 1250** 

Address Line 4: **NEW YORK, NEW YORK 10165** 

NAME OF SUBMITTER:	WILLIAM C. WRIGHT	
SIGNATURE:	/WILLIAM C. WRIGHT/	
DATE SIGNED:	08/03/2022	

#### **Total Attachments: 5**

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 1, 2022 (the "Effective Date") by and between Bend Research, Inc., an Oregon corporation ("Assignor") and EMD Millipore Corporation, a Massachusetts corporation ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, by virtue of the Asset Purchase Agreement signed by and between the Parties on 31 March 2022 ("APA"), the Parties desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the trademarks and registrations thereto (together with all goodwill associated therewith and symbolized thereby in each case) set forth on Attachment A attached hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned Trademarks, and Assignor wishes to assign such right, title and interest in and to such Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

- 1. Transfer of Assigned Trademarks. Effective as of the Effective Date, Assignor does hereby absolutely, irrevocably, and unconditionally sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally receive and accept, free and clear of all liens and encumbrances: (a) all of Assignor's entire worldwide right, title and interest in and to the Assigned Trademarks; and (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned Trademarks and (ii) sublicenseable or assignable with the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein.
- 2. <u>Further Assurances.</u> Assignor covenants and agrees that, Assignor shall reasonably provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned Trademarks in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government authority to record and register this Assignment upon request by Assignee. ASSIGNEE acknowledges that, commencing on the Effective Date, ASSIGNOR is not responsible for, and ASSIGNEE releases ASSIGNOR from, any and all costs and liability for, the filing, prosecution, maintenance, enforcement, licensing, registration of licenses, recordation or registering of assignments, and defense of the Assigned Trademarks, and from any other activity or costs arising from any actions to protect or police any and all rights in and to Assigned Trademarks. ASSIGNEE further releases ASSIGNOR from any and all claims, costs, expenses, damages or losses arising as a result of any acts, claims, demands,

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causes of actions, suits or causes of suits of any kind or nature whatsoever, arising out of the subject matter of this Assignment occurring on or after the Effective Date.

- 3. Entire Agreement. This Assignment, together with the APA, reflects the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned Trademarks from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment. For the avoidance of doubt, in the event of conflict between the terms hereof and the APA, the APA shall control.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 5. Governing Law and Venue. This Assignment shall be interpreted, construed, governed and enforced in all respects in accordance with the laws of the State of New York of the United States of America, without giving effect to its conflicts of laws provisions. Neither Party shall commence or prosecute any action, suit, or claim arising under or by reason of this Assignment other than in the state or federal courts located in New York. The Parties irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Assignment.
- 6. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. A signature sent by facsimile transmission or e-mail shall be as binding as delivery of a manually executed copy of this Assignment.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

BEND RESEARCH, INC.

By:

Name: Evan Zisholtz

Title: Assistant Secretary

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### Execution Version

ASSIGNEE:

EMD MILLIPORE CORPORATION

By:

Name: Alexander Krüger

Title: Authorized Representative

[Signature Page to the Trademark Assignment]

TRADEMARK REEL: 007788 FRAME: 0692

## Execution Version

## Attachment A

# Trademark Registrations

Trademark	Country	App. Date	App. Number	Reg. Date	Reg. Number
MAST	United Kingdom	3/2/2017	UK00916421695	5/15/2019	UK00916421695
MAST	EUIPO	3/2/2017	16421695	5/15/2019	16421695
MAST	United States	9/12/2016	87168593	7/9/2019	5796717
MAST & Design	United States	8/11/2017	87565917	2/9/2021	6263580

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RECORDED: 08/03/2022