

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriLink Biotechnologies, LLC		09/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vector Laboratories, Inc.		
Street Address:	30 Ingold Road		
City:	Burlingame		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3268400	CHROMALINK	
Registration Number:	4542383	MAGNALINK	
Registration Number:	4488606	NANOLINK	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	073412-10020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	08/19/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of September 2, 2021, is made by and between TriLink Biotechnologies, LLC, a Delaware limited liability company, (the “Assignor”), on the one hand, and Vector Laboratories, Inc., a California corporation (“Assignee”), on the other hand. All initially-capitalized terms used but not otherwise defined in this Agreement will have the meanings ascribed to such terms in the Sale Contribution Agreement (defined below) and the rules of construction set forth in Section 8.13 of the Contribution Agreement will be applied wherever appropriate herein.

WITNESSETH:

WHEREAS, Assignor and Maravai Life Sciences, Inc. (“Maravai”) entered into that certain Contribution, Assumption and Satisfaction Agreement (as amended or modified in accordance with its terms, the “Reorganization Agreement”), dated as of July 30, 2021, by and among Assignor, Maravai and certain other parties thereto, pursuant to which the Trademarks (as defined below), along with other assets, were transferred and assigned to Maravai;

WHEREAS, Maravai and the Assignee have entered into a Contribution, Assignment and Assumption Agreement, dated as of August 5, 2021 (the “Contribution Agreement”), pursuant to which the Trademarks (as defined below), along with other assets, were transferred and assigned to Assignee;

WHEREAS, pursuant to the Reorganization Agreement and the Contribution Agreement (together, the “Governing Agreements”), the Assignor desires to sell, transfer, assign, convey, and deliver to the Assignee, and the Assignee desires to purchase, acquire, and accept from the Assignor, all of the Assignor’s right, title, and interest in, to, and under all of the Assignor’s registered and applied for trademarks listed on Schedule 1 hereto, together with all goodwill associated therewith (the “Trademarks”); and

WHEREAS, Assignee is a successor to that part of the Assignor’s business to which the Trademarks pertain, and that business is ongoing and existing.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby purchases, acquires, and accepts from the Assignor, all of the Assignor’s right, title, and interest in, to and under the Trademarks, including all (i) common law rights and rights of priority with respect to the same, (ii) rights to collect royalties, income and proceeds in connection therewith, (iii) rights to sue and recover for past, present, and future infringement, dilution, or other

violation of such Trademarks against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Assignor), (iv) the right to claim, retain and recover damages, lost profits and any other remedy in respect of the aforesaid, (v) goodwill associated therewith, and (vi) equivalent rights that, now or hereafter, may be secured under the Laws of any jurisdiction, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1.

Section 2. Recordation. The Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record Assignee as the owner of the Trademarks.

Section 3. Governing Law; Jurisdiction and Exclusive Venue. Sections 8.08 and 8.09 of the Contribution Agreement is hereby incorporated herein *mutatis mutandis*.

Section 4. Entire Agreement. Section 8.06 of the Contribution Agreement is hereby incorporated herein *mutatis mutandis*. In the event of any conflict or inconsistency between this Agreement and the Governing Agreements, the provisions of the Contribution Agreement will control and prevail.

Section 5. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto, each other party hereto will re-execute original forms thereof and deliver them to all other parties. No party hereto will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a Contract and each such Party forever waives any such defense.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

TriLink Biotechnologies, LLC

By: 
Name: Kevin Herde
Title: Chief Financial Officer

ASSIGNEE:

Vector Laboratories, Inc.

By: 
Name: Kevin Herde
Title: Chief Financial Officer and Secretary

Schedule 1

Trademarks

Jurisdiction	Trademark	Appl. No.	Reg. No.
United States	CHROMALINK	78/973,207	3,268,400
United States	MAGNALINK	86/027,014	4,542,383
United States	NANOLINK	86/028,887	4,488,606

[Schedule 1 to Trademark Assignment Agreement]