

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM756891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRIFOLS, S.A.		07/21/2022	sociedad anonima (sa): SPAIN
RECEIVING PARTY DATA			
Name:	GOETECH LLC		
Street Address:	7600 GRANDVIEW AVENUE SUITE 210		
City:	ARVADA		
State/Country:	COLORADO		
Postal Code:	80002		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90041983	PHARMACYKEEPER	
Serial Number:	90042068	PHARMACYKEEPER VERIFICATION	
Serial Number:	90042015	PK VERIFICATION	
Registration Number:	6407123	PKV	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312-554-8000		
Email:	aib@pattishall.com		
Correspondent Name:	Ashly I. Boesche		
Address Line 1:	200 S. Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	02274-289		
NAME OF SUBMITTER:	Ashly Boesche		
SIGNATURE:	/Ashly Boesche/		
DATE SIGNED:	09/22/2022		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made and entered into as of July 21, 2022, by and between GRIFOLS, S.A., a corporation organized under the laws of the Spain ("Assignor"), and GOETECH LLC, a Delaware limited liability company ("Assignee"). Purchaser and the Company are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor owns all rights, title and interests in and to trademark applications and registrations, including, without limitation, the trademark applications and registrations identified and set forth on the attached Schedule A, and any and all goodwill associated therewith (collectively, the "Acquired Trademarks");

WHEREAS, Assignor desires to memorialize the sale, transfer, conveyance, assignment and delivery to Assignee, and Assignee desires to acquire all such, Acquired Trademarks, at book value;

WHEREAS, Assignor and Assignee and CAREFUSION 303, INC., a Delaware corporation ("Purchaser"), and/or certain of their Affiliates signatory thereto, will enter into certain Asset Purchase Agreement (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Purchaser will acquire from Assignee and Assignee will sell, transfer, convey, assign and deliver to Purchaser all of the Company's rights, title and interests in and to the Acquired Trademarks and Purchaser desires to affirm and record its rights, title, and interest in, to and under the Acquired Trademarks; and

WHEREAS, to ensure all rights, title and interests in the Acquired Trademarks are owned by Assignee as of the execution of the Asset Purchase Agreement, pursuant to this Trademark Assignment, Assignor desires to memorialize the conveyance and to have the applicable registrar update its records to reflect Assignee's rights in and to the Acquired Trademarks, to be conveyed at book value.

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

- 1. Conveyance and Acceptance.** Assignor hereby sells, conveys, assigns, and transfers to Assignee and assigns all rights, title and interest in and to the Acquired Trademarks and Assignee hereby purchases and accepts from Assignor the Acquired Trademarks, at book value. The Acquired Trademarks include (a) any word, name, symbol, color, designation or device or any combination thereof for use in the course of trade, including any trademark, registered trademark, application for registration of trademark, service mark, trade dress, brand mark, trade name, registered trade name, application for registration of trade name, brand name, domain name, logo or business symbol, including all common law

rights therein, (b) all proceeds, benefits, privileges, causes of action, and remedies relating to the Acquired Trademarks, all rights to bring an action, whether at law or in equity, for infringement or other violation of the Acquired Trademarks against any third party, all rights to recover and retain all damages, profits and other relief and to seek and enforce injunctive relief for all past, present, and future infringement or other violation of the Acquired Trademarks, and (c) all goodwill of the business associated with and symbolized by the Acquired Trademarks.

2. **Recordation.** Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any other governmental authority or official throughout the world whose duty is to register and record ownership in trademark registrations and applications, to record Assignee as the assignee and owner of the Acquired Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.
3. **Further Assurances.** Assignor agrees to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment including signing all papers and documents, taking all lawful oaths and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of trademarks or applications of Acquired Trademarks, as well as executing all documents and taking all actions necessary or required to be done in connection with recording the transfer contemplated herein.
4. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.
5. **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

[Signature page follows]

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

GRIFOLS, S.A.

By: RGMB
Name: Raimon Grifols Roura
Title: Chief Executive Officer

By: Vict
Name: Victor Grifols Deu
Title: Chief Executive Officer

{Signature Page to Trademark Assignment}

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

GOETECH LLC

By: 

Name: Frederic Esrailian

Title: Officer / Corporate Secretary

[Signature Page to Trademark Assignment]

SCHEDULE A

ACQUIRED TRADEMARKS

Trademark	Owner	Jurisdiction	Application No.	Application Date	International Registration No.	National Registration No.	Registration Date	Status
1. PHARMACYKEEPER	GRIFOLS, S.A.	US	90041983	08/07/2020				Pending
2. PHARMACYKEEPER	GRIFOLS, S.A.	Turkey	WO1543661	12/06/2020	WO1543661	2020-87632	03/06/2021	Registered
3. PHARMACYKEEPER	GRIFOLS, S.A.	Singapore	WO1543661	12/06/2020	WO1543661	40202015900U	25/01/2021	Registered
4. PHARMACYKEEPER	GRIFOLS, S.A.	New Zealand	WO1543661	12/06/2020	WO1543661	1154917	29/06/2021	Registered
5. PHARMACYKEEPER	GRIFOLS, S.A.	Mexico	WO1543661	12/06/2020	WO1543661	2298159	25/03/2022	Registered
6. PHARMACYKEEPER	GRIFOLS, S.A.	Mexico	WO1543661	12/06/2020	WO1543661	2298160	25/03/2022	Registered
7. PHARMACYKEEPER	GRIFOLS, S.A.	Israel	WO1543661	12/06/2020	WO1543661	330169	03/06/2021	Registered
8. PHARMACYKEEPER	GRIFOLS, S.A.	UK	UK00918191831	03/02/2020		UK00918191831	05/06/2020	Registered
9. PHARMACYKEEPER	GRIFOLS, S.A.	EU	018191831	03/02/2020		018191831	05/06/2020	Registered
10. PHARMACYKEEPER	GRIFOLS, S.A.	Colombia	WO1543661	12/06/2020	WO1543661	SD2020-0058713	23/02/2021	Registered
11. PHARMACYKEEPER	GRIFOLS, S.A.	Chile	1356606	15/05/2020		1329291	21/09/2020	Registered
12. PHARMACYKEEPER	GRIFOLS, S.A.	Canada	WO1543661	12/06/2020				Pending
13. PHARMACYKEEPER	GRIFOLS, S.A.	Brazil	WO1543661	12/06/2020				Pending
14. PHARMACYKEEPER	GRIFOLS, S.A.	Australia	WO1543661	12/06/2020	WO1543661	2107808	23/12/2020	Registered
15. PHARMACYKEEPER	GRIFOLS, S.A.	South Korea	WO1543661	12/06/2020	WO1543661	2021-0156219	22/02/2022	Registered
16. PHARMACYKEEPER	GRIFOLS, S.A.	China	WO1543661	12/06/2020	WO1543661	018191831	13/11/2020	Registered
17. PHARMACYKEEPER	GRIFOLS, S.A.	Argentina	3895175	18/05/2020		3264899	17/03/2022	Registered
18. PHARMACYKEEPER	GRIFOLS, S.A.	Argentina	3895171	18/05/2020		3264898	17/03/2022	Registered
19. PHARMACYKEEPER	GRIFOLS, S.A.	WIPO (Australia, Brazil, Canada, China, Colombia, Israel, Mexico, New Zealand, Singapore, South Korea, Turkey)	WIPO (Madrid) 1543661					Valid

Trademark	Owner	Jurisdiction	Application No.	Application Date	International Registration No.	National Registration No.	Registration Date	Status
20. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	WIPO (Australia, Brazil, Canada, Colombia, Israel, Mexico, New Zealand, Singapore, South Korea, Turkey)	WIPO (Madrid) 1543520					Valid
21. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	US	90042068					Pending
22. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Mexico	WO1543520	15/06/2020	WO1543520	2298161	25/03/2022	Registered
23. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Mexico	WO1543520	15/06/2020	WO1543520	2298162	25/03/2022	Registered
24. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	UK	UK00918204145	02/03/2020		UK00918204145	22/06/2020	Registered
25. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	EU	018204145	02/03/2020		018204145	22/06/2020	Registered
26. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Australia	WO1543520	15/06/2020	WO1543520	2107757	23/12/2020	Registered
27. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Turkey	WO1543520	15/06/2020	WO1543520	2020-87608	07/01/2021	Registered
28. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Singapore	WO1543520	15/06/2020	WO1543520	40202015892V	28/01/2021	Registered
29. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	New Zealand	WO1543520	15/06/2020	WO1543520	1155094	29/06/2021	Registered
30. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Israel	WO1543520	15/06/2020	WO1543520	330158	03/06/2021	Registered
31. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Colombia	WO1543520	15/06/2020	WO1543520	SD2020-0058700	29/04/2021	Registered
32. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Chile	1356608	15/05/2020		1329292	21/09/2020	Registered
33. PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Canada	WO1543520	WO1543520				Pending

	Trademark	Owner	Jurisdiction	Application No.	Application Date	International Registration No.	National Registration No.	Registration Date	Status
34.	PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Argentina	3895181	18/05/2020		3264905	17/03/2022	Registered
35.	PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Argentina	3895180	18/05/2020		3264906	17/03/2022	Registered
36.	PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	Brazil	WO1543520	15/06/2020				Pending
37.	PHARMACYKEEPER VERIFICATION	GRIFOLS, S.A.	South Korea	WO1543520	15/06/2020	WO1543520	2021-0155598	22/02/2022	Registered
38.	PK VERIFICATION	GRIFOLS, S.A.	EU	18191835	03/02/2020		18191835	09/06/2020	Registered
39.	PK VERIFICATION	GRIFOLS, S.A.	UK	UK00918191835	03/02/2020		UK00918191835	09/06/2020	Registered
40.	PK VERIFICATION	GRIFOLS, S.A.	Chile	1356624	15/05/2020		1329181	16/09/2020	Registered
41.	PK VERIFICATION	GRIFOLS, S.A.	Argentina	3895179	18/05/2020		3264900	17/03/2022	Registered
42.	PK VERIFICATION	GRIFOLS, S.A.	Argentina	3895178	18/05/2020		3264902	17/03/2022	Registered
43.	PK VERIFICATION	GRIFOLS, S.A.	Brazil	WO1543656	12/06/2020				Pending
44.	PK VERIFICATION	GRIFOLS, S.A.	Canada	WO1543656	12/06/2020				Pending
45.	PK VERIFICATION	GRIFOLS, S.A.	South Korea	WO1543656	12/06/2020	WO1543656	2021-0155600	22/02/2022	Registered
46.	PK VERIFICATION	GRIFOLS, S.A.	Mexico	WO1543656	12/06/2020	WO1543656	2298157	25/03/2022	Registered
47.	PK VERIFICATION	GRIFOLS, S.A.	Mexico	WO1543656	12/06/2020	WO1543656	2298268	25/03/2022	Registered
48.	PK VERIFICATION	GRIFOLS, S.A.	Turkey	WO1543656	12/06/2020	WO1543656	2020-87631	03/06/2021	Registered
49.	PK VERIFICATION	GRIFOLS, S.A.	China	WO1543656	12/06/2020	WO1543656	018191835	19/11/2020	Registered
50.	PK VERIFICATION	GRIFOLS, S.A.	New Zealand	WO1543656	12/06/2020	WO1543656	1155100	29/06/2021	Registered
51.	PK VERIFICATION	GRIFOLS, S.A.	Australia	WO1543656	12/06/2020	WO1543656	2107803	11/02/2021	Registered
52.	PK VERIFICATION	GRIFOLS, S.A.	Israel	WO1543656	12/06/2020	WO1543656	330168	03/06/2021	Registered
53.	PK VERIFICATION	GRIFOLS, S.A.	Singapore	WO1543656	12/06/2020	WO1543656	40202015899T	25/06/2021	Registered
54.	PK VERIFICATION	GRIFOLS, S.A.	Colombia	WO1543656	12/06/2020	WO1543656	SD2020-0058712	02/09/2021	Registered
55.	PK VERIFICATION	GRIFOLS, S.A.	USA	90042015	08/07/2020		18191833		Pending
56.	PKV	GRIFOLS, S.A.	EU	18191833	03/02/2020		UK00918191833	09/06/2020	Registered
57.	PKV	GRIFOLS, S.A.	UK	UK00918191833	03/02/2020			09/06/2020	Registered
58.	PKV	GRIFOLS, S.A.	Chile	1356613	15/05/2020		1329180	16/09/2020	Registered
59.	PKV	GRIFOLS, S.A.	Argentina	3895176	18/05/2020		3264878	17/03/2022	Registered
60.	PKV	GRIFOLS, S.A.	Argentina	3895177	18/05/2020		3264888	17/03/2022	Registered
61.	PKV	GRIFOLS, S.A.	Australia	WO1543588	12/06/2020		2107784	07/01/2021	Registered
62.	PKV	GRIFOLS, S.A.	Brazil	WO1543588	12/06/2020				Pending
63.	PKV	GRIFOLS, S.A.	Canada	WO1543588	12/06/2020				Pending
64.	PKV	GRIFOLS, S.A.	China	WO1543588	12/06/2020				Pending
65.	PKV	GRIFOLS, S.A.	South Korea	WO1543588	12/06/2020	WO1543588	2021-0155599	22/02/2022	Registered

	Trademark	Owner	Jurisdiction	Application No.	Application Date	International Registration No.	National Registration No.	Registration Date	Status
66.	PKV	GRIFOLS, S.A.	Mexico	WO1543588	12/06/2020	WO1543588	2308465	25/02/2022	Registered
67.	PKV	GRIFOLS, S.A.	Mexico	WO1543588	12/06/2020	WO1543588	2308466	25/02/2022	Registered
68.	PKV	GRIFOLS, S.A.	Turkey	WO1543588	12/06/2020	WO1543588	2020-87617	21/10/2021	Registered
69.	PKV	GRIFOLS, S.A.	New Zealand	WO1543588	12/06/2020	WO1543588	1154993	29/06/2021	Registered
70.	PKV	GRIFOLS, S.A.	Israel	WO1543588	12/06/2020	WO1543588	330163	03/06/2021	Registered
71.	PKV	GRIFOLS, S.A.	Colombia	WO1543588	12/06/2020	WO1543588	SD2020-0058705	02/09/2021	Registered
72.	PKV	GRIFOLS, S.A.	USA	90042040	08/07/2020		6407123	06/07/2021	Registered