

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agilent Technologies Belgium NV		09/14/2022	Corporation: BELGIUM
RECEIVING PARTY DATA			
Name:	Agilent Technologies, Inc.		
Street Address:	5301 Stevens Creek Boulevard		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95051		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5459692	CARTAGENIA	
Registration Number:	5353142	CARTAGENIA	
Registration Number:	5201067	ONESIGHT	
CORRESPONDENCE DATA			
Fax Number:	3033797736		
<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:	303-295-8000		
Email:	ksmurray@hollandhart.com		
Correspondent Name:	Andrew Roppel, Holland & Hart LLP		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: TM Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	115247.0025		
NAME OF SUBMITTER:	Andrew Roppel, Holland & Hart LLP		
SIGNATURE:	/Andrew Roppel/		
DATE SIGNED:	10/12/2022		
Total Attachments: 7			
source=IP Assignment- Agilent Technologies Belguim NV to Agilent Technologies, Inc#page1.tif			

CH \$90.00 5459692

source=IP Assignment- Agilent Technologies Belguim NV to Agilent Technologies, Inc#page2.tif
source=IP Assignment- Agilent Technologies Belguim NV to Agilent Technologies, Inc#page3.tif
source=IP Assignment- Agilent Technologies Belguim NV to Agilent Technologies, Inc#page4.tif
source=IP Assignment- Agilent Technologies Belguim NV to Agilent Technologies, Inc#page5.tif
source=IP Assignment- Agilent Technologies Belguim NV to Agilent Technologies, Inc#page6.tif
source=IP Assignment- Agilent Technologies Belguim NV to Agilent Technologies, Inc#page7.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "Assignment") is effective as of September 29, 2022 (the "Effective Date"), by and between Agilent Technologies Belgium NV, an entity organized and existing under the laws of Belgium ("Assignor"), and Agilent Technologies, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of certain patents, patent applications, trademarks, trademark applications, trade secrets, know-how, copyrights, and other intellectual property that was previously owned by Cartagenia N.V., a company acting under the laws of Belgium (the "Cartagenia IP"), including, without limitation, the intellectual property enumerated on Schedule A, attached hereto;

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Cartagenia IP and Assignor desires to transfer all of its right, title, and interest in and to the Cartagenia IP to Assignee; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to memorialize the transfer of the Cartagenia IP to the Assignee.

NOW THEREFORE, in exchange for the Purchase Price (as defined below), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignor does hereby irrevocably sell, assign, transfer, convey and deliver the Cartagenia IP, in all territories throughout the world, to Assignee, and its successors and permitted assigns, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including but not limited to:
 - 1.1 all trademarks, in full and for all goods and/or services for which the trademarks are currently applied for or registered, as well as all service marks, logos, slogans, trade names, and other indicia of source, including all of the goodwill associated with and symbolized by each of the foregoing trademarks;
 - 1.2 all inventions, invention disclosures, discoveries and improvements (whether or not patentable), issued patents and patent applications, in full, and counterparts claiming priority therefrom and all rights to claim priority thereto, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof;
 - 1.3 all works of authorship and other copyrightable subject matter (including, but not limited to, advertising and promotional materials, artwork, designs, software code,

compilations of data, and website content), whether published or unpublished, including all copyright rights, rights of authorship, use, publication, reproduction, distribution, performance, preparation of derivative works, transformation, and rights of ownership of copyrightable works and all rights to register and obtain renewals and extensions of registrations;

- 1.4 all trade secrets, know-how, confidential information, ideas, recipes, formulae, processes, proprietary information, information that derives economic value from not being generally known, and any information that would constitute a trade secret as defined in the U.S. Uniform Trade Secrets Act, the European Union Trade Secrets Directive (EU) 2016/943, the UK Trade Secrets (Enforcement, etc.) Regulations 2018 (SI 2018/597), or any comparable applicable legislation in any jurisdiction with respect to the protection of undisclosed know-how, business information and/or trade secrets against their unlawful acquisition, use and disclosure;
- 1.5 the right to assign or license the Cartagena IP;
- 1.6 all causes of action for any previously occurring infringement, misappropriation or violation of the Cartagena IP, the right to sue for past and future damages, and the right to receive and retain the proceeds relating to the infringement, misappropriation or violation of the Cartagena IP; and
- 1.7 all other rights and interests in and to the Cartagena IP.

Assignor further agrees that all right, title and interest in and to any Cartagena IP will be the sole and exclusive property of Assignee as of the date of creation or conception.

2. The Parties agree that the fair market value of the Cartagena IP is [REDACTED]. In consideration of the assignment of the Cartagena IP, Assignee shall pay (or cause to be paid) to Assignor [REDACTED] for the Cartagena IP (the "Purchase Price") by wire transfer of immediately available funds within five days of the Effective Date.
3. Each of Assignor and Assignee represents and warrants that it has the power and authority to execute, deliver, and perform its obligations under this Assignment and that neither the execution nor delivery of this Assignment nor the performance of its obligations hereunder will constitute a breach of the terms or provisions of any contract or violate the rights of any third party. Assignor further represents and warrants that it is the sole legal and beneficial owner of the Cartagena IP, free and clear of any mortgage, security interest, pledge, hypothecation, assignment, deposit arrangement, lien, or other security interest, license or other claim or right, restriction on transfer, or preferential arrangement of any kind or nature whatsoever.
4. Upon request by Assignee, Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, notifications, registrations, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Cartagena IP in the Assignee or which may be

necessary to obtain, renew, issue or enforce the Cartagena IP. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of the applicable Assignor, to execute any such further papers. Assignee shall be solely responsible for all costs and expenses incurred to vest full title in and to the Cartagena IP in Assignee.


5. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.
7. Assignor and Assignee may, from time to time, modify any of the provisions hereof only by an instrument in writing duly executed by both parties. No waiver of any rights under this Assignment shall be effective unless such waiver is given in writing and executed by the relevant party waiving compliance.
8. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(Signature page follows)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Intellectual Property Rights to be executed as of the Effective Date.

Agilent Technologies Belgium NV

Agilent Technologies, Inc.

By:  _____
6193C712D039478...

By: _____

Name: Maarten Goethals

Name: P. Diana Chiu

Its: Director


Vice President, Asst. General Counsel &
Asst. Secretary

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Intellectual Property Rights to be executed as of the Effective Date.

Agilent Technologies Belgium NV

Agilent Technologies, Inc.

By: _____

By: 

P. Diana Chiu (Sep 14, 2022 17:04 PDT)

Name: Maarten Goethals

Name: P. Diana Chiu

Its: Director

Its: Vice President, Asst. General Counsel & Asst. Secretary

SCHEDULE A
Scheduled Intellectual Property

Patents and Patent Applications

COUNTRY	TITLE	PATENT NUMBER	GRANT DATE	APPLICATION NUMBER	DATE FILED	STATUS
CN	Genetic Analysis Method			2014800667757	11/10/2014	Published
DE	Genetic Analysis Method	602014056406.2	11/6/2019	148026107	11/10/2014	Issued
GB	Genetic Analysis Method	3066213	11/6/2019	148026107	11/10/2014	Issued
US	Genetic Analysis Method			17017441	9/10/2020	Published
AU	Genetic Analysis Method			2021200915	11/10/2014	Pending
CA	Use Of Off-Target Sequences For DNA Analysis			3058845	4/18/2018	Pending
CN	Use Of Off-Target Sequences For DNA Analysis			2018800187654	4/18/2018	Published
JP	Detection of Fetal Chromosomal Aneuploidy Using Off-Target Reads and Fetal SNPs Using On-Target Reads			2020507747	4/18/2018	Published
US	USE OF OFF-TARGET SEQUENCES FOR DNA ANALYSIS			16606076	4/18/2018	Published
EP	Use Of Off-Target Sequences For DNA Analysis			212083158	4/18/2018	Published
FR	Use Of Off-Target Sequences For DNA Analysis	3612644	12/15/2021	187170824	4/18/2018	Issued
DE	Use Of Off-Target Sequences For DNA Analysis	602018028176.2	12/15/2021	187170824	4/18/2018	Issued
GB	Use Of Off-Target Sequences For DNA Analysis	3612644	12/15/2021	187170824	4/18/2018	Issued

Trademarks and Trademark Applications

Jurisdiction	Mark	Filing Date	App. No.	Reg. Date	Reg. No.
EUTM	BENCH	7-Aug-12	11102597	28-Dec-12	11102597
United Kingdom	BENCH	7-Aug-12	11102597	28-Dec-12	UK00911102597
Benelux	BENCH LAB	7-Aug-12	1252424	10-Dec-12	926162
EUTM	BENCH LAB	28-Sep-12	WO1141647	4-Nov-13	WO1141647
United Kingdom	BENCH LAB	28-Sep-12	UK00801141647	5-Nov-13	UK00801141647
United States of America	BENCH LAB	28-Sep-12	79122711	6-Aug-13	4378269
WIPO	BENCH LAB	28-Sep-12	WO1141647	28-Sep-12	WO1141647
EUTM	CARTAGENIA	7-Aug-12	11102613	4-Jan-13	11102613
United Kingdom	CARTAGENIA	7-Aug-12	11102613	4-Jan-13	UK00911102613
United States of America	CARTAGENIA	15-Jul-16	87105929	1-May-18	5459692
United States of America	CARTAGENIA	9-Aug-16	87132404	12-Dec-17	5353142

Jurisdiction	Mark	Filing Date	App. No.	Reg. Date	Reg. No.
Australia	ONESIGHT	8-Aug-16	WO1316957	9-Feb-17	WO1316957
Canada	ONESIGHT	8-Aug-16	1,794,895	28-Mar-18	TMA993,429
China	ONESIGHT	8-Aug-16	WO1316957	24-Nov-17	WO1316957
EUTM	ONESIGHT	8-Aug-16	15736101	6-Jan-17	15736101
Norway	ONESIGHT	8-Aug-16	WO1316957	28-Sep-18	WO1316957
Switzerland	ONESIGHT	8-Aug-16	WO1316957	12-Oct-17	WO1316957
Turkey	ONESIGHT	8-Aug-16	WO1316957	10-Dec-18	WO1316957
United Kingdom	ONESIGHT	8-Aug-16	15736101	6-Jan-17	UK00915736101
United States of America	ONESIGHT	8-Feb-16	86901414	9-May-17	5201067
WIPO	ONESIGHT	8-Aug-16	WO1316957	8-Aug-16	WO1316957