

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Society for Microbiology		11/30/2022	Non-Profit Corporation: D.C.
RECEIVING PARTY DATA			
Name:	Taylor & Francis Group, LLC		
Street Address:	6000 Broken Sound Parkway NW, Suite 300		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4650712	MCB	
Registration Number:	2850227	MOLECULAR AND CELLULAR BIOLOGY	
Registration Number:	4000759	MOLECULAR AND CELLULAR BIOLOGY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122925390		
Email:	mail@ipcounselors.com		
Correspondent Name:	William C. Wright		
Address Line 1:	60 East 42nd Street, Suite 1250		
Address Line 4:	New York, NEW YORK 10165		
NAME OF SUBMITTER:	Jeannie Ashten		
SIGNATURE:	/Jeannie Ashten/		
DATE SIGNED:	11/30/2022		
Total Attachments: 4			
source=Project Genesis - Assignment of IP and Databases#page1.tif			
source=Project Genesis - Assignment of IP and Databases#page2.tif			
source=Project Genesis - Assignment of IP and Databases#page3.tif			

OP \$90.00 4650712

ASSIGNMENT OF INTELLECTUAL PROPERTY AND DATABASES

This ASSIGNMENT OF INTELLECTUAL PROPERTY AND DATABASES (this "**Assignment**") is made this 30th day of November, 2022, by American Society for Microbiology, a District of Columbia non-profit corporation ("**Assignor**"), to and in favor of Taylor & Francis Group, LLC, a Delaware limited liability company ("**Assignee**"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of even date herewith, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor the Assets, including, without limitation, the Intellectual Property Assets and the Databases; and

WHEREAS, Section 5.2 of the Purchase Agreement contemplates that Assignor will execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, the transfer and assignment of the entire right, title and interest of Assignor in and to the Assigned Seller Intellectual Property, including without limitation all of the intellectual property rights associated with each of the items set forth on Exhibit A together with goodwill associated therewith, and all rights to sue for infringement of any of such rights, whether arising prior to or subsequent to the date of this Assignment, the same to be held and enjoyed by the Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

2. **Further Assurances.** Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor fails or is unable to execute such documents, Assignor hereby appoints Assignee as its attorney-in-fact for the sole purpose of executing such documents.

3. **Binding Effect; Assignment.** This Assignment is binding upon Assignor, its successors and assigns, and inures to the benefit of Assignee, its successors and assigns.

4. **Governing Law.** This Assignment is governed by the laws of the State of New Delaware, without regard to conflicts of laws principles.

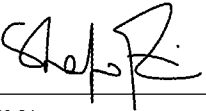
5. **Conflict.** This Assignment is being delivered pursuant to, and is subject to the applicable terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail to the extent of such conflict.

6. Means of Execution. Delivery of a copy of this Assignment bearing an original signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year written below.

AMERICAN SOCIETY FOR MICROBIOLOGY

By:  _____

Name:

Title:

List of Intellectual Property

Trademarks

- MCB – Reg. No. 4650712
- MOLECULAR AND CELLULAR BIOLOGY – Reg. Nos. 2850227 and 4000759

Copyright

- Please refer to attached files entitled *Copyright Exhibit A-1* and *Copyright Exhibit A-2*, which are hereby incorporated by reference.