

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM783419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORMULATRIX, LLC		09/12/2022	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	FORMULATRIX INTERNATIONAL HOLDING LTD.		
Street Address:	UNIT 6, LEVEL 13, GATE DISTRICT, GATE BUILDING		
Internal Address:	DUBAI INTERNATIONAL FINANCIAL CENTRE		
City:	DUBAI		
State/Country:	UNITED ARAB EMIRATES		
Entity Type:	Company: UNITED ARAB EMIRATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5179920	FORMULATRIX	
Registration Number:	5180033	FORMULATOR	
Registration Number:	5180035	NT8	
Registration Number:	5194714	ROCK IMAGER	
Registration Number:	5180037	ROCK MAKER	
Registration Number:	5194727	ROCK IMAGER 2	
Registration Number:	5194728	ROCK IMAGER 54	
Registration Number:	5194729	ROCK IMAGER 182	
Registration Number:	5194730	ROCK IMAGER 1000	
Registration Number:	5304524	RI 1	
Registration Number:	5279494	RI 2	
Registration Number:	5279496	RI 54	
Registration Number:	5279499	RI 182	
Registration Number:	5279500	RI 1000	
Registration Number:	5160676	SONICC	
Registration Number:	5160677	MUVIS	
Registration Number:	5279509	FRAP	
Registration Number:	5194743	ROCK IMAGER 1	
Registration Number:	5185313	MANTIS	

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Property Type	Number	Word Mark
Registration Number:	5185314	TEMPEST
Registration Number:	6679798	ROVER
Serial Number:	88445597	F.A.S.T.
Registration Number:	6335859	µPULSE
Registration Number:	6356873	FLO I8
Registration Number:	6357097	NEXT-LEVEL TIPS
Serial Number:	88787891	NLT

CORRESPONDENCE DATA

Fax Number: 9195737460

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: 9195737439

Email: USTrademark@nexsenpruet.com

Correspondent Name: E. ERIC MILLS

Address Line 1: 4141 PARKLAKE AVENUE

Address Line 2: SUITE 200

Address Line 4: RALEIGH, NORTH CAROLINA 27612

ATTORNEY DOCKET NUMBER:	055694-00017
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DOMESTIC REPRESENTATIVE

Name: E. ERIC MILLS

Address Line 1: 4141 PARKLAKE AVENUE

Address Line 2: SUITE 200

Address Line 4: RALEIGH, NORTH CAROLINA 27612

NAME OF SUBMITTER:	E. ERIC MILLS
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SIGNATURE:	/E. ERIC MILLS/
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DATE SIGNED:	01/31/2023
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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), dated as of September 12, 2022, is entered into between Formulatrix, LLC, a Massachusetts limited liability company (“**Seller**”), and Formulatrix International Holding Ltd., a company organized in the Dubai International Financial Centre (“**Buyer**”).

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to assign to Buyer all of its rights, title and interests in and to the Intellectual Property (as defined in the Purchase Agreement), including as set forth on Schedule I hereto, and to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

WHEREAS, all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following Intellectual Property (the “**Assigned IP**”), free and clear of all encumbrances, for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this IP Assignment had not been made:

(a) All inventions, invention disclosures, discoveries and improvements (whether or not patentable), issued patents and patent applications, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith and counterparts thereof;

(b) All trademarks, service marks, trade dress, business names, trade names (including social media corporate identifiers) designs, logos, slogans, Internet domain names, and indicia of source or origin, and all goodwill of the business associated with such trademarks, together with that portion of Assignor’s business that is ongoing and existing to which the trademarks pertain;

(c) All copyrights and copyrightable works, (including advertising and promotional materials, catalogs, policies and procedures, training materials, software code, compilations of data, and website content), whether registered or unregistered, and whether or not published, including all rights of authorship, use, publication, reproduction, distribution, performance, preparation of derivative works, transformation, and all rights of ownership of copyrightable works and all rights to register and obtain renewals and extensions of registrations and all other rights corresponding thereto;

- (d) All rights of publicity;
- (e) All common law rights, registrations, applications, extensions, and renewals for any of the foregoing;
- (f) All trade secrets, know-how, confidential information, ideas, processes, proprietary information, technical information, drawings and blueprints, information that derives economic value from not being generally known, and any other information that would constitute a trade secret as defined in the Uniform Trade Secrets Act and under corresponding statutory and common law;
- (g) Any other intellectual property rights;
- (h) The right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights;
- (i) All copies and tangible embodiments of the foregoing (in whatever form or medium);
- (j) The right to prepare, modify, reproduce, distribute, sell, license, or transfer the Intellectual Property, any compilations including the Intellectual Property, and any derivative works based on the Intellectual Property;
- (k) The right to assign or license the Intellectual Property;
- (l) All incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from exploitation of the Intellectual Property;
- (m) All rights to claims, causes of action or remedies related thereto and all causes of action heretofore accrued in Assignor's favor for past, present, and future infringement of the Intellectual Property; and
- (n) The right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is

made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

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

FORMULATRIX LLC

DocuSigned by:
By Jeremy Stevenson
C5EE08F0942447...
Name: Jeremy Stevenson
Title: Authorized Person
Address: villa 72
Sidra 3
Dubai, UAE 00000
Email: jeremy@formulatrix.com

**FORMULATRIX INTERNATIONAL
HOLDING LTD.**

DocuSigned by:
By Jeremy Stevenson
C5EE08F0942447...
Name: Jeremy Stevenson
Title: Authorized Person
Address: villa 72
Sidra 3
Dubai, UAE 00000
Email: jeremy@formulatrix.com

SCHEDULE I

ASSIGNED INTELLECTUAL PROPERTY

Patents

Title	Jurisdiction	Patent Number	Issue Date
Metering Assembly and Method of Dispensing Fluid	US	8,016,260	9/13/2011
Metering Assembly and Method of Dispensing Fluid	US	8,205,856	6/26/2012
Metering Assembly and Method of Dispensing Fluid	Europe (EP) - Germany - France - Great Britain	2027924	3/29/2017
Metering Assembly and Method of Dispensing Fluid	Europe (EP) - Germany - France - Great Britain	2025405	3/1/2017
Microfluidic Dispensing Assembly	US	8,100,293	1/24/2012
Microfluidic Dispensing Assembly	US	8,550,298	10/8/2013
Microfluidic Dispensing Assembly	Europe (EP) - Germany - France - Great Britain	2216096	3/29/2017

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Pipette Tip for and Method of Automatically Maintaining Pipette Tip Depth in a Fluid During a Fluid Transfer Operation	US	62/611,161	12/28/2017
Disposable Tangential Flow Filtration (TFF) Unit with Integrated Pump Apparatus (μ Pulse TFF)	US	62/616,486	1/12/2018
Automatic Liquid Class Pipetting Apparatus and Method	US	62/611,261	12/28/2017
Rover-Based Integrated Laboratory System Including Autonomous Mobile Robots	US	62/615,127	1/96/2018
Disposable Tangential Flow Filtration (TFF) Unit with Integrated Pump Apparatus (μ Pulse TFF)	PCT/WO	PCT/US2019/012479	1/7/2019
Disposable Tangential Flow Filtration (TFF) Unit with Integrated Pump Apparatus (μ Pulse TFF)	US	16/961,022	7/9/2020
Pipette Tip for and Method of Automatically Maintaining Pipette Tip Depth in a Fluid During a Fluid Transfer Operation	PCT/WO	PCT/US2018/066714	12/20/2018
Pipette Tip for and Method of Automatically Maintaining Pipette Tip Depth in a Fluid During a Fluid Transfer Operation	US	16/958,999	6/29/2020
Automatic Liquid Class Pipetting Apparatus and Method	PCT/WO	PCT/US2018/067633	12/27/2018
Automatic Liquid Class Pipetting Apparatus and Method	US	16/959,020	6/29/2020
Rover-Based Integrated Laboratory System Including Autonomous Mobile Robots	PCT/WO	PCT/US2019/012814	1/9/2019

Rover-Based Integrated Laboratory System Including Autonomous Mobile Robots	US	16/960,998	7/9/2020
Instrument for and Method of Aspirating and Dispensing Liquids	US	62/797,687	1/28/2019
Positive Displacement Pipette Tip for Motorized Control Automation or Instrument System	US	62/797,688	1/28/2019
Disposable Tangential Flow Filtration (TFF) Unit with Integrated Pump Apparatus (μ Pulse TFF)	Europe (EP)	19738921.6	1/7/2019
Disposable Tangential Flow Filtration (TFF) Unit with Integrated Pump Apparatus (μ Pulse TFF)	China (CN)	201980007790.7	1/7/2019
Disposable Tangential Flow Filtration (TFF) Unit with Integrated Pump Apparatus (μ Pulse TFF)	Japan (JP)	2020-537484	1/7/2019
Pipette Tip for and Method of Automatically Maintaining Pipette Tip Depth in a Fluid During a Fluid Transfer Operation	Europe (EP)	18897758.1	12/20/2018
Pipette Tip for and Method of Automatically Maintaining Pipette Tip Depth in a Fluid During a Fluid Transfer Operation	China (CN)	201880086176.X	12/20/2018
Pipette Tip for and Method of Automatically Maintaining Pipette Tip Depth in a Fluid During a Fluid Transfer Operation	Japan (JP)	2020-535985	12/20/2018
Automatic Liquid Class Pipetting Apparatus and Method	Europe (EP)	18895659.3	12/27/2018
Automatic Liquid Class Pipetting Apparatus and Method	China (CN)	201880085940.1	12/27/2018
Automatic Liquid Class Pipetting Apparatus and Method	Japan (JP)	2020-536190	12/27/2018
Rover-Based Integrated Laboratory System Including Autonomous Mobile Robots	Europe (EP)	19739084.2	1/9/2019
Rover-Based Integrated Laboratory System Including Autonomous Mobile Robots	China (CN)	201980007761.0	1/9/2019
Rover-Based Integrated Laboratory System Including Autonomous Mobile Robots	Japan (JP)	2020-536514	1/9/2019
Liquid Handling Instrument and Pipetting Head for and Methods of Aspirating and/or Dispensing Liquids	PCT/WO	PCT/US2019/069090	12/31/2019
Positive Displacement Pipette Tip for Motorized Control Automation or Instrument System	PCT/WO	PCT/US2019/069081	12/31/2019
Liquid Exchanger System and Method for Automatically Exchanging Cell Media	US	62/965,383	1/24/2020
Collision Detection Mechanism for a Pipetting Channel	US	62/965,402	1/24/2020
Point of Collection qPCR System	US	63/093,640	10/19/2020
Liquid Handling Instrument and Pipetting Head for and Methods of Aspirating and/or Dispensing Liquids	Europe (EP)	19913242.4	12/31/2019
Liquid Handling Instrument and Pipetting Head for and Methods of Aspirating and/or Dispensing Liquids	China (CN)	201980093277.4	12/31/2019
Liquid Handling Instrument and Pipetting Head for and Methods of Aspirating and/or Dispensing Liquids	Japan (JP)	2021-543452	12/31/2019
Liquid Handling Instrument and Pipetting Head for and Methods of Aspirating and/or Dispensing Liquids	US	17/426,226	7/28/2021

Positive Displacement Pipette Tip for Motorized Control Automation or Instrument System	China (CN)	201980093340.4	12/31/2019
Positive Displacement Pipette Tip for Motorized Control Automation or Instrument System	Japan (JP)	2021-543454	12/31/2019
Positive Displacement Pipette Tip for Motorized Control Automation or Instrument System	Europe (EP)	19912823.2	12/31/2019
Positive Displacement Pipette Tip for Motorized Control Automation or Instrument System	US	17/426,235	12/31/2019
Method and Apparatus for Controlling Fluid Volumes to Achieve Separation and PCR Amplification	PCT/WO	PCT/US2021/055638	10/19/2021
Fluidic Detection and Control Algorithm for PCR Analysis	PCT/WO	PCT/US2021/055645	10/19/2021
Disposable Cartridge For Reagent Storage Systems And Methods Using The Same	PCT/WO	PCT/US2021/055647	10/19/2021
Apparatuses with Fluidic Channel Geometries for Sample to Answer PCR Analysis and Methods of Using Same	PCT/WO	PCT/US2021/055649	10/19/2021
Fluidic Channel Geometries of a Chip	US	29/812,034	10/19/2021
Method for Rapid Thermal Cycling Between Two Blocks	US	63/300,833	1/19/2022
Digital PCR with On-Chip Reagents, Mixing, and Fluidic Separation for Multiplexing	US	63/301,703	1/21/2022
Apparatus for Dynamic Pressure Measurement Across Multiple Restrictive Pathways for Wide Dynamic Range of Flow Rates	US	63/306,249	2/3/2022

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
NEXT-LEVEL TIPS	US	6,357,097	5/18/2021
FLO 18	US	6,356,873	5/18/2021
μPULSE	US	6,335,859	4/27/2021
ROVER	US	6,679,798	3/22/2022
TEMPEST	US	5,185,314	4/18/2017
MANTIS	US	5,185,313	4/18/2017
ROCK IMAGER 1	US	5,194,743	5/2/2017
FRAP	US	5,279,509	9/5/2017
MUVIS	US	5,160,677	3/14/2017
SONICC	US	5,160,676	3/14/2017
RI 1000	US	5,279,500	9/5/2017
RI 182	US	5,279,499	9/5/2017
RI 54	US	5,279,496	9/5/2017
RI 2	US	5,279,494	9/5/2017
RI 1	US	5,304,524	10/10/2017
ROCK IMAGER 1000	US	5,194,730	5/2/2017
ROCK IMAGER 182	US	5,194,729	5/2/2017
ROCK IMAGER 54	US	5,194,728	5/2/2017
ROCK IMAGER 2	US	5,194,727	5/2/2017
ROCK MAKER	US	5,180,037	4/11/2017
ROCK IMAGER	US	5,194,714	5/2/2017
NT8	US	5,180,035	4/11/2017
FORMULATOR	US	5,180,033	4/11/2017
FORMULATRIX	US	5,179,920	4/11/2017

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
NLT	US	None/Lapsed	88/787,891	2/6/2020
F.A.S.T.	US	None/Lapsed	88/445,597	5/24/2019