

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoseon Technology, Inc.		02/15/2023	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Araceli Biosciences, Inc.		
Street Address:	7425 NE Evergreen Parkway		
City:	Hillsboro		
State/Country:	OREGON		
Postal Code:	97124		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90183055	ARACELI BIOSCIENCES	
Serial Number:	90629405	ARACELI BIOSCIENCES	
Serial Number:	97377361	ARACELI ENDEAVOR	
Serial Number:	97377369	ARACELI VOYAGER	
Serial Number:	97432062	ARACELI ENDEAVORGT	
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:	9712718020		
Email:	tmmail@mccrus.com		
Correspondent Name:	B. Anna McCoy		
Address Line 1:	1410 NW Johnson Street		
Address Line 2:	Suite 201		
Address Line 4:	Portland, OREGON 97209		
ATTORNEY DOCKET NUMBER:	ARL23201		
NAME OF SUBMITTER:	B. Anna McCoy		
SIGNATURE:	/B. Anna McCoy/		
DATE SIGNED:	03/13/2023		

CH \$140.00 90183055

Total Attachments: 7

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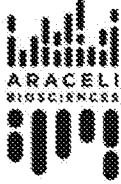
TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (this “Trademark Assignment Agreement”) is made and entered into as of February 15, 2023 (the “Effective Date”) by and between Phoseon Technology, Inc., an Oregon corporation (“Phoseon”), and Araceli Biosciences, Inc., a Delaware corporation (“Araceli”).

RECITALS

A. Phoseon is the owner of the entire right, title, and interest in and to all of the trademarks and service marks set forth in the table below (collectively, the “Trademarks”), together with the common law rights and goodwill associated therewith, and the United States registrations therefor.

Mark	Jurisdiction	Goods	Serial No. / Filing Date	Reg. No. / Reg. Date	Status / Deadline
ARACELI BIOSCIENCES	United States	IC 009: Scientific laboratory research instruments for use in automated microscopy and digital pathology; Microscopes, namely, automated microscopes for use in research and drug discovery; Microscopes, namely, fluorescence microscopes; Automated microscope hardware and recorded operating software sold as a unit for use in laboratory operations; Computer hardware, namely, imaging hardware for microscopy; Downloadable software for use in microscopy; Computer hardware, namely, computer hardware for automated microscopic slide scanning in the field of digital pathology; Downloadable software; namely, downloadable software for automated microscopic slide scanning in the field of digital pathology; Non-medical imaging apparatus for use in digital pathology research; Computer hardware and recorded software for operating digital pathology imaging systems	90/183,055 Filed September 15, 2020	6,768,967 June 21, 2022	Registered Deadline to file §8 and §15 affidavits 6/21/2028

	United States	<p>IC 009: Scientific laboratory research instruments for use in automated microscopy and digital pathology; Microscopes, namely, automated microscopes for use in research and drug discovery; Microscopes, namely, fluorescence microscopes; Automated microscope hardware and recorded operating software sold as a unit for use in laboratory operations; Computer hardware, namely, imaging hardware for microscopy; Downloadable software for use in microscopy; Computer hardware, namely, computer hardware for automated microscopic slide scanning in the field of digital pathology; Downloadable software; namely, downloadable software for automated microscopic slide scanning in the field of digital pathology; Non-medical imaging apparatus for use in digital pathology research; Computer hardware and recorded software for operating digital pathology imaging systems</p>	<p>90/629,405</p> <p>Filed</p> <p>April 7, 2021</p>		<p>Allowed; Statement of Use Filed.</p>
ARACELI ENDEAVOR	United States	<p>IC 009: Scientific laboratory research instruments for use in drug discovery, drug development and safety assessments; computer hardware, namely, computer hardware for automated microscopic multi-well plate scanning in the field of high content screening or analysis; non-medical imaging apparatus for use in high content analysis; computer hardware for operating high content screening systems; digital input and output scanners for use in high content analysis; computer hardware for high content screening, namely, hardware for use in high content screening; computer hardware for digital imaging, namely, hardware for cell imaging systems; automated microscope hardware for use in laboratory operations; computer hardware, namely, imaging hardware for microscopy; computer hardware, namely, hardware for quantitative image analysis in the field of high content screening and phenotypic</p>	<p>97/377,361</p> <p>Filed April 22, 2022</p>		<p>Allowed; Deadline to file 1st extension request or SOU is 5/15/2023</p>

		profiling; microscopes, namely, automated microscopes for use in research and drug discovery; microscopes, namely, fluorescence microscopes; microscopes, namely, automated microscopes for use in drug screening and development applications			
ARACELI VOYAGER	United States	IC 009: Scientific laboratory research instruments for use in drug discovery, drug development and safety assessments; downloadable software, namely, software for automated microscopic multi-well plate scanning in the field of high content screening and image analysis; non-medical imaging apparatus for use in high content screening and analysis research; downloadable computer software for operating high content screening and analysis imaging systems; digital input and output scanners for use in high content screening and analysis; downloadable computer software for digital imaging, namely, software for use in high content screening and image analysis; downloadable computer software for digital imaging, namely, software for cell imaging systems; downloadable automated microscope software and recorded operating software sold as a unit for use in laboratory operations; downloadable computer software, namely, imaging software for microscopy; downloadable computer software, namely, software for quantitative image analysis in the field of high content screening and image analysis; microscopes, namely, automated microscopes for use in research and drug discovery; microscopes, namely, fluorescence microscopes; microscopes, namely, automated microscopes for use in drug screening, development and safety testing applications; downloadable	97/377,369 Filed April 22, 2022		Pending; suspended

		software for use in microscopy; downloadable software for use in cell tissue imaging			
Araceli EndeavorGT	United States	IC 009: Scientific laboratory research instruments for use in drug discovery, drug development and safety assessments; computer hardware, namely, computer hardware for automated microscopic multi-well plate scanning in the field of high content screening or analysis including robotic automation and control; non-medical imaging apparatus for use in high content analysis including robotic automation and control; computer hardware for operating high content screening systems including robotic automation and control; digital input and output scanners for use in high content analysis; computer hardware for high content screening, namely, hardware for use in high content screening including robotic automation and control; computer hardware for digital imaging, namely, hardware for cell imaging systems; automated microscope hardware for use in laboratory operations; computer hardware, namely, imaging hardware for microscopy; computer hardware, namely, hardware for quantitative image analysis in the field of high content screening and phenotypic profiling; microscopes, namely, automated microscopes for use in research and drug discovery including robotic automation and control; microscopes, namely, fluorescence microscopes including robotic automation and control; microscopes, namely, automated microscopes for use in drug screening and development applications including robotic automation and control	97/432,062 Filed May 27, 2022		Allowed; Deadline to file 1st extension request or SOU is 5/15/2023

B. Pursuant to that certain Contribution Agreement dated as of even date herewith, between Araceli and Phoseon (the "Contribution Agreement"), Araceli wishes to acquire from Phoseon, and Phoseon wishes to transfer to Araceli all of Phoseon's rights, title and interest in and to the Trademarks, together with the common law rights and goodwill associated therewith, and the United States registrations therefor.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Phoseon hereby transfers, sells, assigns, conveys and delivers to Araceli and its successors and assigns, and Araceli hereby accepts, Phoseon's entire worldwide right, title and interest in and to the Trademarks, together with the common law marks and rights and goodwill associated therewith and the registrations and applications therefor, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement of any of the foregoing, if any, and other general intangibles of Phoseon related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto.

Araceli and Phoseon acknowledge and agree that this Trademark Assignment Agreement is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Araceli and Phoseon with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.


This Trademark Assignment Agreement 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 Trademark Assignment Agreement 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 Trademark Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

PHOSEON:

PHOSEON TECHNOLOGY, INC.

an Oregon corporation

By: DocuSigned by:

73204AF06E844E5...

Name: William B. Cortelyou

Title: President & CEO

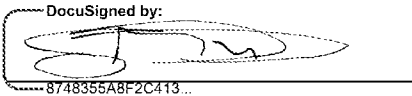
[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008001 FRAME: 0831

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the Effective Date.

ARACELI:

ARACELI BIOSCIENCES INC.
a Delaware corporation

By  8748355A8F2C413...

Name: Shawn MacDonal

Title: President

[Signature Page to Trademark Assignment Agreement]