

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PerkinElmer Inc.		03/13/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PerkinElmer U.S. LLC		
Street Address:	710 Bridgeport Avenue		
City:	Shelton		
State/Country:	CONNECTICUT		
Postal Code:	06484		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3230875	CHROMERA	
Registration Number:	2887711	ONESOURCE	
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:	7816635786		
Email:	kevin.oliver@perkinelmer.com		
Correspondent Name:	PerkinElmer, Inc.		
Address Line 1:	940 Winter Street		
Address Line 2:	ATTN: Kevin Oliver		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
NAME OF SUBMITTER:	Kevin A. Oliver		
SIGNATURE:	/Kevin A. Oliver/		
DATE SIGNED:	03/27/2023		
Total Attachments: 4			
source=Exhibit A to IP Assignment Agreement - PerkinElmer Inc - TM - US#page1.tif			
source=Exhibit A to IP Assignment Agreement - PerkinElmer Inc - TM - US#page2.tif			
source=Exhibit A to IP Assignment Agreement - PerkinElmer Inc - TM - US#page3.tif			

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U.S. TRADEMARK ASSIGNMENT AGREEMENT

This U.S. TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment Agreement”), effective as of **March 13, 2023** (the “Effective Date”), is entered into by and between by and between PerkinElmer Inc. (“Assignor”), and **PerkinElmer U.S. LLC** (“Assignee”). Assignor and Assignee are each referred to individually as a “Party” and together as the “Parties.”

WHEREAS, PerkinElmer, Inc., a Massachusetts corporation, Polaris Scientific Buyer, Inc., a Delaware corporation (as assignee of the rights, interests and obligations of PerkinElmer Topco, L.P. under the Purchase Agreement), PerkinElmer U.S. LLC, a Delaware limited liability company, and, solely with respect to Schedule 1.5 thereof, PerkinElmer Topco, L.P., a Delaware limited partnership, are party to that certain Amended and Restated Master Purchase and Sale Agreement dated as of March ____, 2023 (as may be amended, restated, or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, pursuant to the Intellectual Property Assignment Agreement, effective as of **March 13, 2023**, between Assignor and Assignee, Assignor has agreed to sell, transfer, convey, assign, and deliver to Assignee all of Assignor’s right, title, and interest in certain of the Assignor’s trademark registrations and applications set forth in Schedule A herein (collectively, “Trademarks”);

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

SECTION 1. Assignment. Assignor hereby irrevocably, absolutely, and unconditionally assigns, transfers, conveys, and delivers to Assignee all of Assignor’s right, title, and interest in the Trademarks, including (a) any and all goodwill connected with the use thereof and symbolized thereby and all common law rights related to the Trademarks, and (b) all rights, priorities, and privileges of Assignor provided under the laws of all applicable jurisdictions, or any multinational law, compact, treaty, protocol, convention, or organization, with respect to the Trademarks, (c) all rights to maintain, file for, and obtain all applications, registrations, renewals, and extensions for any of the Trademarks; and (d) all actions, rights, claims, counterclaims, proceedings, judgments, reimbursements, demands, causes of action, rights of recovery, choses in action, and rights of setoff of any kind (including those under warranties, guarantees, and indemnities), accruing or arising before, on, or after the Effective Date, to the extent relating to the Trademarks, including the right to collect royalties from third parties, damages, and other related income.

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment Agreement with the U.S. Patent and Trademark Office and any other relevant governmental authority so as to perfect its ownership of the Trademarks, and requests that the United States Commissioner of Patents and Trademarks record Assignee as assignee and owner of the Trademarks.

SECTION 3. Further Assurances. From and after the Effective Date, upon Assignee’s reasonable request and at Assignee’s expense, Assignor shall (and shall cause its Affiliates to) take all actions and execute all further documents as may be reasonably required to carry out the transactions contemplated by this Assignment Agreement.

SECTION 4. Miscellaneous.

a) **Governing Law.** This Assignment Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

b) Counterparts. This Assignment Agreement may be executed in two or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party hereto and delivered to the other Party, it being understood that each Party need not sign the same counterpart. This Assignment Agreement may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

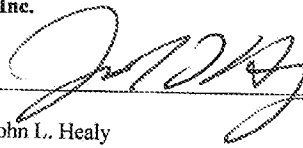
c) Purchase Agreement. In the event of any conflict between the terms of this Assignment Agreement and the Purchase Agreement, the Purchase Agreement shall control. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment Agreement as of the Effective Date.

AGREED AND ACCEPTED:

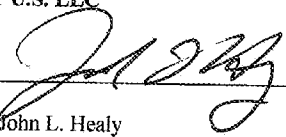
PerkinElmer Inc.

By:  _____

Name: John L. Healy

Title: Assistant Secretary

PerkinElmer U.S. LLC

By:  _____

Name: John L. Healy

Title: Secretary

Signature Page to U.S. Trademark Assignment Agreement

SCHEDULE A

Mark	Country	Class	Status	Filing date	Appl.no.	Date of registration	Registration No.	Exp.date	Owner
CHROMERA	US	9	Registered	6-Jan-2005	78543055	17-Apr-2007	3230875	17-Apr-2027	PerkinElmer, Inc.
ONESOURCE	US	37, 41	Registered	31-Jan-2003	78209583	21-Sep-2004	2887711	21-Sep-2024	PerkinElmer, Inc.

TRADEMARK

REEL: 008018 FRAME: 0028