

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM829241

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	05/30/2023
<b>RESUBMIT DOCUMENT ID:</b>	900789534

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
3M COMPANY		07/26/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Beckman Coulter, Inc.
<b>Street Address:</b>	250 South Kraemer Blvd
<b>City:</b>	Brea
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92821
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	1428162	PROMPT

## CORRESPONDENCE DATA

Fax Number: 6123393061

*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: 6123736947

Email: tmg@slwip.com

Correspondent Name: Jessica G. McDonald

Address Line 1: P.O. Box 2938

Address Line 2: Schwegman Lundberg &amp; Woessner, P.A.

Address Line 4: Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	5196.760US1
<b>NAME OF SUBMITTER:</b>	Jessica G. McDonald
<b>SIGNATURE:</b>	/Jessica G. McDonald/
<b>DATE SIGNED:</b>	08/03/2023

## Total Attachments: 4

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## RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this "**Assignment**"), is entered into by and between 3M Company ("**3M**"), a corporation of Delaware, U.S.A., having its principal offices at 3M Center, 2501 Hudson Road, St. Paul, Minnesota 55144 U.S.A. and Beckman Coulter, Inc. ("**Beckman**"), a corporation of Delaware, U.S.A., having its principal offices at 250 South Kraemer Boulevard, Brea, California 92821 U.S.A., and is effective as of May 30, 2023 (hereinafter the "**Effective Date**"). Hereinafter, 3M and Beckman shall be referred to collectively in this Assignment as the "**Parties**," and each individually as a "**Party**."

### RECITALS

WHEREAS, 3M and Beckman executed that certain Trademark Assignment and 510K Clearance Release Agreement dated May 30, 2023 (the "**Agreement**");

WHEREAS, pursuant to the Agreement, 3M wishes to sell, assign, transfer, convey and deliver, and cause the 3M subsidiaries to sell, assign, transfer, convey and deliver, to Beckman, and Beckman has agreed to purchase, accept and assume from 3M and the 3M subsidiaries, all of 3M's right, title and interest in and to the trademark identified in Schedule 1 and the goodwill associated therewith (the "**Trademark**"); and

WHEREAS, the Parties now wish to execute this Assignment for the purposes of recording the assignment of rights to the Trademark in the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other promises set forth herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. **Assignment.** 3M does hereby irrevocably sell, assign, convey, transfer and deliver unto Beckman all of 3M's legal and equitable right, title and interest, of whatever nature throughout the world, in and to the Trademark together with all goodwill connected with the use of, and symbolized by, the Trademark including, without limiting the generality of the foregoing, the following:

- a. the trademark registration set forth in Schedule 1 and all issuances, extensions, and renewals thereof;
- b. all of 3M's right to file trademark applications in the United States and throughout the world for the Trademark;
- c. all rights of any kind whatsoever of 3M in the Trademark provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- d. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademark on or after the Effective Date of this Assignment, except as described in Section 1(d) of the Agreement; and
- e. any and all claims and causes of action against third parties with respect to the Trademark, including the right to sue and collect any damage awards, restitution, and injunctive and other legal and equitable relief in connection with past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default thereof, including proceeds, or royalties with respect thereto, other than any such claims and causes of action accruing prior to the Effective Date as described in Section 1(e) of the Agreement,

all said rights to be held and enjoyed by Beckman for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held by 3M had this assignment and sale not been made. This assignment is subject to any previously granted rights to the Trademark, namely, the previously granted license rights described in Section 1 of the Agreement.

2. **Warranties.** THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, TITLE, OR ENFORCEABILITY OF THE TRADEMARK.

3. **Due Authorization.** 3M hereby authorizes and requests the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority to record Beckman as the assignee and owner of the Trademark.

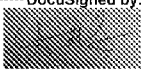
4. **General Provisions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement. This Assignment, Schedule 1 hereto, and the Agreement and its appendices constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Assignment to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Assignment and the provisions of the Agreement, the provisions of the Agreement shall control (unless this Assignment expressly provides otherwise). This Assignment shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Assignment shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

5. **Governing Law; Jurisdiction and Venue.** This Assignment and all matters arising out of or relating to this Assignment or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and 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 the law of any jurisdiction other than those of the State of Delaware. Each of the Parties consents to submit itself to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in Wilmington, Delaware in any legal proceeding arising out of or relating to this Assignment or any of the transactions contemplated by this Assignment.

6. **Counterparts.** This Assignment may be executed in facsimile, e-mail, or other means of electronic transmission, and in any number of 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 and have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signature page follows]*

**3M COMPANY**

DocuSigned by:  
By:  \_\_\_\_\_  
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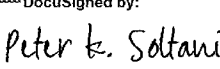
(signature)

Name: C. Michael Geise

Title: Assistant Secretary

Date: 7/26/2023

**BECKMAN COULTER, INC.**

DocuSigned by:  
By:  \_\_\_\_\_  
21E25FB375C9439...

(signature)

Name: Peter K. Soltani

Title: President

Date: 7/27/2023

**SCHEDULE 1**

**Trademark**

The trademark "PROMPT" including U.S. Trademark Registration Number 1,428,162 for PROMPT and any unregistered trademark rights in the PROMPT trademark worldwide, to the extent that they exist.