

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848571

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/20/2023
RESUBMIT DOCUMENT ID:	900802002

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Agilent Technologies, Inc.		08/01/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PSS Polymer Standards Service GmbH
Street Address:	In der Dalheimer Wiese 5
City:	Mainz
State/Country:	GERMANY
Postal Code:	55120
Entity Type:	Limited Liability Company: GERMANY

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2353816	POLEFIN
Registration Number:	4349115	READYCAL
Registration Number:	2355251	SDV
Registration Number:	2412138	SUPREMA
Registration Number:	4174288	UNICHROM
Registration Number:	2440156	WINGPC

CORRESPONDENCE DATA

Fax Number:

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: 303-295-8000
 Email: ksmurray@hollandhart.com
 Correspondent Name: Andrew Roppel, Holland & Hart LLP
 Address Line 1: P.O. BOX 8749
 Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	115247.0028
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DOMESTIC REPRESENTATIVE

Name: Andrew Roppel, Holland & Hart LLP
Address Line 1: P.O. Box 8749
Address Line 2: Attn: Trademark Docketing
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Andrew Roppel, Holland & Hart LLP

SIGNATURE: /Andrew Roppel/

DATE SIGNED: 10/25/2023

Total Attachments: 12
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ACKNOWLEDGEMENT AND AGREEMENT REGARDING TRADEMARK ASSIGNMENT

This Acknowledgement and Agreement Regarding Trademark Assignment (the “Agreement”) is effective *nunc pro tunc* as of February 20, 2023 (the “Effective Date”), between PSS Polymer Standards Service GmbH (a German Limited Liability Company), organized as a company under the laws of Germany (“PSS Germany”), and Agilent Technologies, Inc., a Delaware corporation (“ATI”). PSS Germany and ATI are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

A. The Parties entered into that certain Trademark Assignment, effective as of February 20, 2023 (the “Trademark Assignment”) (attached hereto as **Annex A**), pursuant to which PSS Germany purported to “*sell, convey, assign, transfer and deliver*” to ATI all of PSS Germany’s “*rights, title and interest*” in and to certain trademarks (the “Assigned Property”). The Trademark Assignment was in fact recorded with the United States Patent and Trademark Office on March 14, 2023 at Reel 8003, Frame 0415; with the United Kingdom Intellectual Property Office on March 21, 2023; and with the European Union Intellectual Property Office on March 28, 2023, with the details of such Assigned Property set forth in **Annex B**.

B. After the Parties signed the Trademark Assignment, the Parties mutually concluded that the Trademark Assignment was entered into in error based on a mutual mistake of law and a mutual mistake of fact, the knowledge of which, if known at the time, would have resulted in the Trademark Assignment having never been executed. Apart from the recordation of certain of the Assigned Property with the U.S. Patent and Trademark Office, which the Parties agree was made in error, the Parties have taken no further action to consummate the transactions contemplated by the Trademark Assignment, including the transfer of any consideration in exchange for the Assigned Property.

C. The Parties, as evidenced by their inaction and mutual mistake of law and mutual mistake of fact, have abandoned the Trademark Assignment and do not intend to consummate the assignment of the Assigned Property as contemplated by the Trademark Assignment.

D. The Parties wish to memorialize the cancellation and rescission of the Trademark Assignment, effective *nunc pro tunc* as of the Effective Date, and confirm that both Parties are in the same position, and shall take all actions (if any) necessary to place, the Parties in the same legal position as immediately prior to execution of the Trademark Assignment.

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Cancellation and Rescission of Defective Trademark Assignment. The Parties hereby cancel and rescind the Trademark Assignment effective *nunc pro tunc* as of the Effective Date and hereby declare the Trademark Assignment and the assignment of the Assigned Property null and void in its entirety *ab initio*. The Trademark Assignment is therefore legally treated as if it had never existed in the first place. The Parties agree and acknowledge that neither Party has or

shall have any rights or obligations whatsoever in respect of the Trademark Assignment and each Party hereby covenants and agrees to not assert any claim or defense based on any provision of the Trademark Assignment.

2. Ownership of Assigned Property. The Parties acknowledge and agree that at all times from and after the Effective Date the Assigned Property has been and continues to be owned, legally and beneficially, by PSS Germany, each Party agrees that it shall not take any action to consummate the assignment of the Assigned Property contemplated by the Trademark Assignment, and each Party agrees to make any necessary filings to correct the recordation of the Assigned Property with the U.S. Patent and Trademark Office.

3. Releases. Each of the Parties hereby releases and discharges the other Party and its successors and assigns from any and all claims, demands, liabilities and obligations which may have arisen and/or might arise under or with respect to the Trademark Assignment.

4. Representations and Warranties. Each of the Parties hereby represents and warrants to the other Party:

(a) Such Party has all requisite power and authority to execute this Agreement. The execution and delivery of this Agreement by it has been duly authorized by all necessary action on its part.

(b) This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery of this Agreement by the other Party hereto, this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

(c) The execution, delivery and performance by it of this Agreement will not (i) conflict with or violate any provision of applicable law, (ii) violate the provisions of any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to such Party or any of such Party's properties or assets, or (iii) result in any violation of, or the breach of, or constitute a default (with notice or lapse of time or both) under any of the terms, conditions or provisions of any contract to which it is a party or by which it or any of its assets is bound.

(d) No consent, approval, order, authorization of, or registration, declaration or filing with, any governmental authority is required in connection with the execution and delivery by it of this Agreement.

5. Miscellaneous.

(a) This Agreement and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of California, without regard to principles of choice of law. Each Party desires and agrees that the Trademark Assignment shall also be governed, construed and interpreted in accordance with the laws of California, without regard to principles of choice of law, notwithstanding that the Trademark Assignment does not designate a choice of law.

(b) This Agreement sets forth the complete, final and exclusive agreement and understanding of the Parties relating to the subject matter hereof. No modification of or amendment to this Agreement shall be effective unless in writing and signed by the Parties.

(c) This Agreement shall be binding upon and shall inure to the benefit of each Party and their respective successors and/or permitted assigns.

(d) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement binding on the parties. Each Party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required or appropriate.

(e) The Parties agree that this Agreement reflects the course of conduct of the Parties and contains the language chosen by the Parties to express their mutual intent and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be construed for or against either Party. Any controversy regarding construction of this Agreement shall be decided without regard to events of authorship.

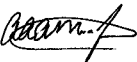
(f) Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

(g) The Parties agree that in the event of a breach of any provision of this Agreement, the aggrieved Party may be without an adequate remedy at law. The Parties therefore agree that in the event of a breach of any provision of this Agreement, the aggrieved Party may elect to institute and prosecute proceedings in any court of competent jurisdiction to enforce specific performance or to enjoin the continuing breach of such provision. By seeking or obtaining any such relief, the aggrieved Party shall not be precluded from seeking or obtaining any other relief, including damages, to which it may be entitled.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the dates set forth below.


PSS POLYMER STANDARDS SERVICE GMBH

By: 

Name: Antonius van de Goor
Title: Director

Date: August 2, 2023

AGILENT TECHNOLOGIES, INC.

By: 
Diana Chiu (Aug 1, 2023 15:13 PDT)

Name: P. DIANA CHIU
Title: VICE PRESIDENT, ASST. GENERAL & ASST. SECRETARY

Date: August 1, 2023

Annex A

TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") effective as of the date of the last signature below ("*Effective Date*") is made by and between PSS Polymer Standards Service GmbH (a German Limited Liability Company) organized as a company under the laws of Germany ("*Assignor*") and Agilent Technologies, Inc., a Delaware corporation ("*Assignee*");

WHEREAS, Assignor owns all worldwide rights, title, and interest in and to the trademarks as set forth in Schedule A attached hereto and incorporated herewith, and all corresponding common law rights appurtenant thereto, as well as all registrations, pending applications, and all other filings for the trademarks, and the goodwill of the business associated with and symbolized by the trademarks (hereinafter collectively referred to as the "*Trademarks*"); and

WHEREAS, Assignee desires to purchase, acquire and accept Assignor's worldwide rights, title, and interest in and to the Trademarks, all registrations, pending applications, and all other filings for the Trademarks, the corresponding goodwill of the business associated with and symbolized by the Trademarks and all common law rights appurtenant thereto.

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

1. Assignor does hereby sell, convey, assign, transfer and deliver to Assignee, who hereby accepts, all of Assignor's worldwide rights, title, and interests in and to the Trademarks identified in Schedule A, including all registrations, pending applications, and all other filings of any of the foregoing, all renewals of any of the foregoing, all common law rights appurtenant thereto, the goodwill of the business associated with and symbolized by the Trademarks, and the right to claim priority rights deriving from any of the foregoing, and the right to sue for, recover damages and profits for, and settle and release past, present, and future infringement of any of the foregoing.

2. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may reasonably deem necessary to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. The parties may execute and deliver this agreement either originally, by facsimile or in pdf via email, and in one or more counterparts, each of which together shall be deemed the complete and fully executed agreement.

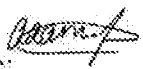
4. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, each of Assignor and Assignee has executed and delivered this Assignment as of the Effective Date set out below.

ASSIGNOR

PSS Polymer Standards Service GmbH

Signature:  _____

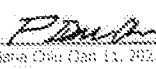
Name: Tom van de Goor

Title: Director

Date: February 20, 2023

ASSIGNEE

Agilent Technologies, Inc.

Signature:  _____
Diana Chiu: Jan 11, 2023 10:17 PST

Name: P. Diana Chiu

Title: Vice President, Asst. General Counsel
& Asst. Secretary

Date: January 11, 2023

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

Mark	Country	App. No./App. Date	Reg. No./Reg. Date	Goods/Services
POLEFIN	United States	App. No. 75768084 App. Date August 4, 1999	Reg. No. 2353816 Reg. Date May 30, 2000	9 - Chromatographic columns
READYCAL	United States	App. No. 85661449 App. Date June 26, 2012	Reg. No. 4349115 Reg. Date June 11, 2013	1 - Chemicals sold in kits in the nature of polymer used for molecular calibration in macromolecular analysis or chromatography, for scientific purposes
SDV	United States	App. No. 75768083 App. Date August 4, 1999	Reg. No. 2355251 Reg. Date June 6, 2000	9 - Chromatographic columns
SUPREMA	United States	App. No. 75768097 App. Date August 4, 1999	Reg. No. 2412138 Reg. Date December 12, 2000	9 - Chromatographic columns
UNICHROM	United States	App. No. 85393980 App. Date August 10, 2011	Reg. No. 4174288 Reg. Date July 17, 2012	9 - Computer software for the characterization and analysis of synthetic and natural polymers, macromolecules and proteins in the field of chromatography 42 - Design and development of computer software
WINGPC	United States	App. No. 75768093 App. Date August 4, 1999	Reg. No. 2440156 Reg. Date April 3, 2001	9 - Computer software for chromatography applications, namely, data acquisition, analysis, and presentation used in the field of polymer chemistry
PFG	Germany	App. No. 39801481.7 App. Date January 14, 1998	Reg. No. DE39801481 Reg. Date April 6, 1998	9 - Chemicals used in industry and science; scientific measuring, signaling and checking devices, chemical analysis devices and parts therefor; computer programs and software; creating programs for data processing
READYCAL	Germany	App. No. 39801483.3 App. Date January 14, 1998	Reg. No. DE39801483 Reg. Date March 27, 1998	9 - Chemicals used in industry and science; scientific measuring, signaling and checking devices, chemical analysis devices and

				parts therefor; computer programs and software; creating programs for data processing
SDV	Germany	App. No. 39801480.9 App. Date January 14, 1998	Reg. No. DE39801480 Reg. Date April 6, 1998	9 - Chemicals used in industry and science; scientific measuring, signaling and checking devices, chemical analysis devices and parts therefor
WINGPC	Germany	App. No. 39801479.5 App. Date January 14, 1998	Reg. No. DE39801479 Reg. Date August 19, 1999	1 - Chemicals used in industry and science
UNICHROM	United Kingdom	App. No. UK00910190213 App. Date August 11, 2011	Reg. No. UK00910190213 Reg. Date January 10, 2012	9 - Programs 42 - Design and development of computer software
UNICHROM	European Union	App. No. 010190213 App. Date August 11, 2011	Reg. No. 010190213 Reg. Date January 10, 2012	9- Programs 42 - design and development of computer software

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Annex B

Mark	Country	App. No./App. Date	Reg. No./Reg. Date	Goods/Services
POLEFIN	United States	App. No. 75768084 App. Date August 4, 1999	Reg. No. 2353816 Reg. Date May 30, 2000	9 - Chromatographic columns
READYCAL	United States	App. No. 85661449 App. Date June 26, 2012	Reg. No. 4349115 Reg. Date June 11, 2013	1 - Chemicals sold in kits in the nature of polymer used for molecular calibration in macromolecular analysis or chromatography, for scientific purposes
SDV	United States	App. No. 75768083 App. Date August 4, 1999	Reg. No. 2355251 Reg. Date June 6, 2000	9 - Chromatographic columns
SUPREMA	United States	App. No. 75768097 App. Date August 4, 1999	Reg. No. 2412138 Reg. Date December 12, 2000	9 - Chromatographic columns
UNICHROM	United States	App. No. 85393980 App. Date August 10, 2011	Reg. No. 4174288 Reg. Date July 17, 2012	9 - Computer software for the characterization and analysis of synthetic and natural polymers, macromolecules and proteins in the field of chromatography 42 - Design and development of computer software
WINGPC	United States	App. No. 75768093 App. Date August 4, 1999	Reg. No. 2440156 Reg. Date April 3, 2001	9 - Computer software for chromatography applications, namely, data acquisition, analysis, and presentation used in the field of polymer chemistry
PFG	Germany	App. No. 39801481.7 App. Date January 14, 1998	Reg. No. DE39801481 Reg. Date April 6, 1998	9 - Chemicals used in industry and science; scientific measuring, signaling and checking devices, chemical analysis devices and parts therefor; computer programs and software; creating programs for data processing
READYCAL	Germany	App. No. 39801483.3 App. Date January 14, 1998	Reg. No. DE39801483 Reg. Date March 27, 1998	9 - Chemicals used in industry and science; scientific measuring, signaling and checking devices, chemical analysis devices and parts therefor; computer programs and software; creating programs for data processing
SDV	Germany	App. No. 39801480.9 App. Date January 14, 1998	Reg. No. DE39801480 Reg. Date April 6, 1998	9 - Chemicals used in industry and science; scientific measuring, signaling and checking devices, chemical analysis devices and parts therefor

WINGPC	Germany	App. No. 39801479.5 App. Date January 14, 1998	Reg. No. DE39801479 Reg. Date August 19, 1999	1 - Chemicals used in industry and science
UNICHROM	United Kingdom	App. No. UK00910190213 App. Date August 11, 2011	Reg. No. UK00910190213 Reg. Date January 10, 2012	9 - Programs 42 - Design and development of computer software
UNICHROM	European Union	App. No. 010190213 App. Date August 11, 2011	Reg. No. 010190213 Reg. Date January 10, 2012	9- Programs 42 - Design and development of computer software

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Final Audit Report

2023-08-03

Created:	2023-08-02
By:	Andrea Gibelli-ryll (andrea_gibelli-ryll@agilent.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAWEiUXzsFckFCrRKNuFTQEoZGptD2lyf_

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-  Document created by Andrea Gibelli-ryll (andrea_gibelli-ryll@agilent.com)
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2023-08-02 - 12:32:40 PM GMT
-  Email viewed by TOM VAN DE GOOR (tom_vandegoor@agilent.com)
2023-08-03 - 6:35:52 AM GMT- IP address: 104.47.55.254
-  Document e-signed by TOM VAN DE GOOR (tom_vandegoor@agilent.com)
Signature Date: 2023-08-03 - 6:36:05 AM GMT - Time Source: server- IP address: 195.219.148.84
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