## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM853144

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CAP IM Supply, LLC		10/30/2023	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Neogen Corporation
Street Address:	620 Lesher Place
City:	Lansing
State/Country:	MICHIGAN
Postal Code:	84121
Entity Type:	Corporation: MICHIGAN

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5481493	PARADEFENSE
Registration Number:	5692240	PROVECTA ADVANCED
Registration Number:	5692241	PROVECTA

### **CORRESPONDENCE DATA**

Fax Number: 7344184289

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: 7344184288

Email: trademark@honigman.com

**Correspondent Name:** Julie E. Reitz

Address Line 1: 39400 Woodward Avenue, Suite 101 Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	234997-336248
NAME OF SUBMITTER:	Julie E. Reitz
SIGNATURE:	/Julie E. Reitz/
DATE SIGNED:	11/13/2023

**Total Attachments: 3** 

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("<u>Assignment</u>"), is effective as of <u>CC+ 30, 2073</u> between CAP IM Supply, LLC., a Delaware Limited Liability Company, whose address is 2825 E. Cottonwood Pkwy, Suite 500, Salt Lake City, Utah 84121 ("<u>Assignor</u>"), and Neogen Corporation, a Michigan Corporation, whose address is 620 Lesher Place, Lansing Michigan 48912 ("<u>Assignee</u>"). Assignee and Assignor are referred to herein individually as a "<u>Party</u>" and collectively, as the "<u>Parties</u>".

#### RECITALS:

WHEREAS, Assignor is the owner of the trademarks, as set forth in the attached Exhibit A ("Trademarks").

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, the Trademarks of Assignor as set forth below.

NOW, THEREFORE, for valuable consideration in the amount of US \$5.00 the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Trademarks</u>. Assignor hereby irrevocably assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's rights, title and interest, of whatever kind, to the trademarks listed on the attached <u>Exhibit A</u> ("Trademarks") together with all of the goodwill associated with and symbolized by the Trademarks, including any applications, registrations, renewals and extensions thereof for the Trademarks, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.
- 2. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for and otherwise object to past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
- 3. <u>Further Assurances</u>. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Trademarks assigned herein.
- 4. <u>Binding Effect</u>. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns.
- 5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

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6. <u>Amendment</u>. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:** 

CAP IM Supply, LLC.

Name: Amy M. Rocklin

Title: Director

ASSIGNEE:

**Neogen Corporation** 

Name: Amy M. Rocklin

Title: Chief Legal & Compliance Officer &

Corporate Secretary

## **EXHIBIT A**

# **Trademarks**

<u>Mark</u>	Jurisdiction	Registration Number	Registration Date
PARADEFENSE	United States	5481493	05/29/2018
PROVECTA ADVANCED	United States	5692240	03/05/2019
PROVECTA	United States	5692241	03/05/2019

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**RECORDED: 11/13/2023** 

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