

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DANAHER CORPORATION		09/25/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Veralto Corporation		
Street Address:	225 Wyman Street		
Internal Address:	Suite 250		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97781428	VERALTO	
Serial Number:	97900096	V	
Serial Number:	98028697	VES	
Serial Number:	98028698	SAFEGUARDING THE WORLD'S MOST VITAL RESO	
CORRESPONDENCE DATA			
Fax Number:	2027994000		
<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:	2027994000		
Email:	dctrademarks@us.dlapiper.com		
Correspondent Name:	Thomas E. Zutic		
Address Line 1:	500 8th St. NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Thomas E. Zutic		
SIGNATURE:	/Thomas E. Zutic/		
DATE SIGNED:	12/12/2023		
Total Attachments: 5			
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Exhibit A-1 to Contribution Agreement**TRADEMARK ASSIGNMENT (US)**

This Trademark Assignment (this “**Assignment**”) is made effective as of September 25 2023, (the “**Effective Date**”) and entered into by and between **DANAHER CORPORATION**, a Delaware corporation having its address at 2200 Pennsylvania Avenue NW, Suite 800W, Washington, DC 20037 United States (“**Assignor**”) and **VERALTO CORPORATION**, a Delaware corporation having its address at 225 Wyman Street, Suite 250, Waltham, Massachusetts, 02451 United States (“**Assignee**”). Assignor and Assignee are hereinafter collectively referred to as the “**Parties**”.

WHEREAS, pursuant to that certain Contribution Agreement entered into between the Parties and dated concurrently herewith, Assignee has acquired and accepted all of Assignor’s rights, title and interest in and to all the assets and liabilities of the ongoing and existing business to which the VERALTO brand and mark, and the other Trademarks (as defined below), pertain; and

WHEREAS, Assignor has agreed to contribute, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to acquire and accept, all of Assignor’s rights, title and interest in and to the Trademarks.

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

1. **Assignment.** Assignor hereby contributes, transfers, assigns, conveys and delivers to Assignee any and all of Assignor’s worldwide rights, title and interest in and to the trademarks, service marks, logos, slogans, symbols and designs identified in Schedule 1 attached hereto, including, without limitation all applications and registrations set forth therein (collectively, the “**Trademarks**”), together with any and all goodwill of the business associated with and symbolized by the Trademarks, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and contribution had not been made; together with all claims for damages by reason of past infringement of the Trademarks, with the right to sue for, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives.

2. **Recordation.** Assignee shall have the right, but not the obligation, to record this Assignment with any governmental entity, as may be required, customary or otherwise desirable to further the purposes of this Assignment and the assignment of Trademarks hereunder.

3. **Intent-To-Use Applications.** The assignment of Trademarks hereunder is and shall be deemed an assignment to a successor of the ongoing and existing business to which the Trademarks pertain within the meaning of 15 U.S.C. § 1060(a). Notwithstanding the foregoing, to the extent the assignment of any intent-to-use application set forth on Schedule 1 is not deemed to be such an assignment within the meaning of 15 U.S.C. § 1060(a), or would

otherwise render such application invalid or unenforceable, then such application, together with any and all goodwill of the business associated with and symbolized by the Trademark embodied in such application (each an “**ITU Application**”) shall be deemed retained and held by Assignor on behalf of Assignee until such time as the U.S. Patent and Trademark Office (“**USPTO**”) accepts a duly filed Statement of Use for such ITU Application, and Assignor hereby grants to Assignee a royalty-free license to freely use, sublicense and otherwise exploit the Trademark embodied in such ITU Application in connection with the business to which it pertains, for so long as used and exploited by Assignee at a quality level satisfactory to Assignor. Upon acceptance of the applicable Statement of Use by the USPTO, all of Assignor’s rights, title and interest in and to the applicable ITU Application shall be deemed contributed, transferred, assigned, conveyed and delivered to Assignee in accordance with Section I.

4. Further Assurances. Assignor agrees to execute any and all instruments of transfer, assignment, assumption or novation, and to perform such acts, as may be reasonably requested by Assignee in order to further the purposes of this Assignment, including without limitation by executing and/or filing any applicable forms of assignment or consent necessary for filing before the USPTO and equivalent offices in foreign jurisdictions, as well as executing any associated Powers of Attorney necessary for Assignee to act on Assignor’s behalf for the purposes of making such filings.

-- Signature page follows --

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the date first set forth above.

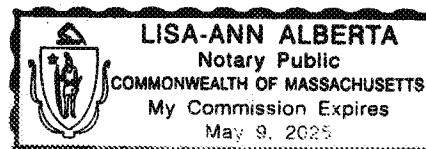
DANAHER CORPORATION

VERALTO CORPORATION

Name: Frank McFaden
Title: Vice President & Treasurer



Name: Jennifer Honeycutt
Title: Chief Executive Officer



IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the date first set forth above.

DANAHER CORPORATION

VERALTO CORPORATION

Frank McFaden

Name: Frank McFaden
Title: Vice President & Treasurer

Name: Jennifer Honeycutt
Title: Chief Executive Officer

District of Columbia

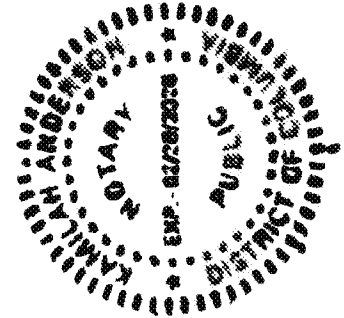
Signed and sworn to (or affirmed) before me on
9/20/23 by Frank McFaden
Name(s) of individual(s) making statement

Jane Paulson
Signature of Notarial Officer

Seal

Notary
Title of Office

My Commission Expires: 02/28/2026



Schedule 1 to Trademark Assignment (US)

Jurisdiction	Mark	App. No.	App. Date	Reg. No.	Reg. Date
United States	VERALTO	97/781428	02/05/2023		
United States	V stylized	97/900096	04/21/2023		
United States	VES	98/028697	06/05/2023		
United States	SAFEGUARDING THE WORLD'S MOST VITAL RESOURCES	98/028698	06/05/2023		