

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM860761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laboratory Solutions International, LLC		02/03/2020	Limited Liability Company: WISCONSIN
Hamilton Laboratory Solutions, LLC		02/03/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royston Hamilton, LLC		
Street Address:	825 E. Albert Drive		
City:	Manitowoc		
State/Country:	WISCONSIN		
Postal Code:	54220		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3997919	ACCENT	
Registration Number:	3853271	ADVANTAGE	
Registration Number:	2981465	AUTOSASH	
Registration Number:	3057574	COLLEGEDALE	
Registration Number:	2708632	CONCEPT	
Registration Number:	2802501	CONTRAST	
Registration Number:	3012200	DISTINCTION	
Registration Number:	2708415	ECLIPSE	
Registration Number:	1150296	EPOXYN	
Registration Number:	0407400	HAMILTON	
Registration Number:	2672167	HORIZON	
Registration Number:	3853275	INFINITY	
Serial Number:	86055975	LABSTUDIO 4D	
Serial Number:	86146361	LAB STUDIO 4D	
Registration Number:	2766229	LABWORKS	
Registration Number:	1563402	MAX/LAB	
Registration Number:	2759941	MAX/MOBILE	

OP \$590.00 3997919

Property Type	Number	Word Mark
Registration Number:	2761072	MAX/WALL
Registration Number:	2662393	PIONEER
Registration Number:	2748557	PRESTIGE
Registration Number:	1462649	SAFEAIRE
Registration Number:	2804883	TRADITION
Registration Number:	4526582	HS

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.

Email: joanna.crosby@hklaw.com,dan.barsky@hklaw.com,ptdocketing@hklaw.com

Correspondent Name: Joanna Crosby

Address Line 1: 800 17th Street, NW

Address Line 2: Suite 1100

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Daniel J. Barsky
SIGNATURE:	/daniel j. barsky/
DATE SIGNED:	12/13/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement (this “Assignment”), dated February 3, 2020, is by and among Laboratory Solutions International, LLC, a Wisconsin limited liability company (“LSI”), Hamilton Laboratory Solutions, LLC, a Delaware limited liability company (“Hamilton” and together with LSI, each an “Assignor” and collectively, “Assignors”), and Royston Hamilton LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, modified or supplemented from time to time, the “Purchase Agreement”), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignors to Assignee of all of Assignors’ right, title and interest in and to certain assets of Assignors as set forth in the Purchase Agreement, including the Intellectual Property (as such term is defined in the Purchase Agreement);

WHEREAS, the Intellectual Property includes all intellectual property rights set forth on Exhibit A attached hereto;

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement;

WHEREAS, Assignors are willing to assign all rights they may have in and to all Intellectual Property on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Intellectual Property, including all intellectual property rights therein identified on Exhibit A.

NOW, THEREFORE, for good and valuable consideration provided for herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged:

Effective as of the date hereof, each Assignor hereby irrevocably sells, conveys, transfers, sets over, and assigns to Assignee, its successors and assigns, all of such Assignor’s worldwide right, title and interest in and to the Intellectual Property, including, without limitation the intellectual property rights set forth in Exhibit A, the same to be held and enjoyed by Assignee, its successors, and assigns.

Each assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protections on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Intellectual Property, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee, its successors, assigns, or other legal representatives.

Assignors shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request to consummate, confirm or evidence the transactions contemplated hereby and carry out the purposes of this Assignment. Assignors shall not assert any right, title or interest in or to any of the Intellectual Property and shall not use any of the Intellectual Property except as may be expressly authorized by Assignee in writing.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment and their successors and assigns, any rights, remedies, obligations or liabilities.

This Assignment is being executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall be deemed in any way to supersede, modify, replace, rescind, enlarge, alter, amend or in any way affect the terms or provisions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

This Assignment shall bind and inure to Assignee and Assignors and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

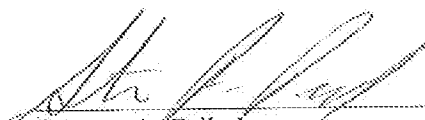
This Agreement shall be exclusively interpreted and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

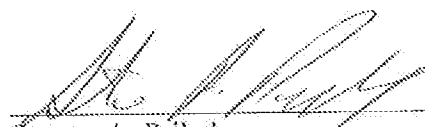
ASSIGNORS:

LABORATORY SOLUTIONS
INTERNATIONAL, LLC

By: 
Steven A. Pribek
Managing Member

HAMILTON LABORATORY SOLUTIONS,
LLC

By: Laboratory Solutions International, LLC
Managing Member

By: 
Steven A. Pribek
Managing Member

[Signature Page to Intellectual Property Rights Assignment Agreement]

ASSIGNEE:

ROYSTON HAMILTON LLC

By: 

Name: J. Kyle Hood

Its: Vice President

EXHIBIT A

(See attached.)

Trademark Report								
REFERENCE #	MARK	COUNTRY	APPLICATION #	FILE DATE	REG DATE	REGISTRATION #	STATUS	Link to trademark information or comment
65863-0230	ACCENT (REFILE)	US	85/209,310	1/3/2011	7/19/2011	3,997,919	REGISTERED	trademark 3487919.pdf
65863	ADVANTAGE	US	77/938,965	2/18/2010	9/28/2010	3,853,271	REGISTERED	trademark Advantage US_A.pdf
65863-0145	AUTOSASH	US	76/502,948	3/15/2002	8/2/2005	2,981,465	REGISTERED	trademark 2981465.pdf
65863-0231	COLLEGE DALE	US	78/560,111	2/3/2005	2/7/2006	3,057,574	REGISTERED	trademark 3057574.pdf
65863-0106	CONCEPT	US	76/310,342	9/7/2001	4/22/2003	2,708,632	REGISTERED	trademark 2708632.pdf
65863-0124	CONCEPT	CA	1118265	10/12/2001	10/6/2004	621952	REGISTERED	trademark 621952.pdf
65863-0159	CONTRAST	US	78/216,428	2/19/2003	1/6/2004	2,802,501	REGISTERED	trademark 2802501.pdf
65863-0166	DISTINCTION	US	78/376,994	3/2/2004	11/1/2005	3,012,200	REGISTERED	trademark 3012200.pdf
65863-0167	DISTINCTION	CA	1200901	12/31/2003	10/13/2006	TMA674,772	REGISTERED	trademark 674772.pdf
65863-0082	ECLIPSE	US	76/160,110	11/6/2000	4/22/2003	2,708,415	REGISTERED	trademark 2708415.pdf
65863-0112	EPOXYN	US	73/207,394	3/15/1979	4/7/1981	1,150,296	REGISTERED	trademark 1150296.pdf
65863-0113	EPOXYN	CA	679,803	4/16/1991	2/21/1992	TMA394,561	REGISTERED	trademark Canada 394561.pdf
65863-0125	FISHER HAMILTON	CA	1118179	10/12/2001	4/17/2003	579751	REGISTERED	trademark Canada 579751.pdf
65863-0094	HAMILTON	US	71/457,934	1/15/1943	6/6/1944	407,400	REGISTERED	trademark 407400.pdf
65863-0116	HAMILTON	CA	182014	1/11/1943	1/11/1943	UCA017605	REGISTERED	
65863-0148	HORIZON	US	76/396,590	4/16/2002	1/7/2003	2,672,167	REGISTERED	trademark 2672167.pdf
65863-0236	HS & DESIGN	WO	1167976		6/4/2013	1167976	REGISTERED	
65863-0236-CN	HS & DESIGN	CN	1167976	6/4/2013	6/4/2013	1167976	REGISTERED	
65863-0236-MX	HS & DESIGN	MX	1167976	6/4/2013	6/4/2013	1167976	REGISTERED	
	HS & DESIGN	US			5/16/2014	4,526,582	REGISTERED	trademark HS&Design US_A.pdf
	HS & DESIGN	Canada			2/18/2015	1,629,674	REGISTERED	trademark 1629674 canada HS design.pdf
65863-0238	INFINITY	US	77/938,975	2/18/2010	9/28/2010	3,853,275	REGISTERED	trademark 3853275.pdf
	Labstudio 4D	US	86/055,975				Pending	trademark 86055975 labstudio 4D.pdf
	Labstudio 4D and Design	US	86/146,361				Pending	trademark 86146361 labstudio 4d design.pdf
65863-0120	LABWORKS	US	76/338,074	11/12/2001	9/23/2003	2,766,229	REGISTERED	trademark 2766229.pdf
65863-0135	LABWORKS	CA	1125844	12/20/2001	7/14/2005	644302	REGISTERED	trademark 644302.pdf
65863-0137	LABWORKS	MX	540053	3/20/2002	4/26/2002	742946	REGISTERED	Registration Mexico 742946.pdf
65863-0097	MAX/LAB	US	73/756,976	10/11/1988	10/31/1989	1,563,402	REGISTERED	trademark 1563402.pdf
65863-0126	MAX/LAB	CA	1118263	10/12/2001	5/14/2003	581,674	REGISTERED	trademark 581674.pdf
65863-0176	MAX/LAB (CHINESE TRANSLATION)	CN	4093185	5/31/2004	7/21/2006	4093185	REGISTERED	
65863-0182	MAX/LAB (CHINESE TRANSLATION)	CN	4093184	5/31/2004	4/7/2007	4093184	REGISTERED	
65863-0104	MAX/LAB (ENGLISH & KATAKANA)	JP	02-042617	4/16/1990	11/30/1992	2480977	REGISTERED	trademark 2480977.pdf
65863-0181	MAX/LAB (IN ENGLISH)	CN	4093188	5/31/2004	4/7/2007	4093188	REGISTERED	
65863-0133	MAX/MOBILE	US	76/350,931	12/19/2001	9/2/2003	2,759,941	REGISTERED	trademark 2759941.pdf
65863-0150	MAX/WALL	US	76/404,466	5/7/2002	9/9/2003	2,761,072	REGISTERED	trademark 2761072.pdf
65863-0127	NO EQUAL	CA	1118264	10/12/2001	5/14/2003	581673	REGISTERED	trademark 581673.pdf
65863-0141	PERSPECTIVE	CA	1140254	5/9/2002	8/29/2005	TMA646825	REGISTERED	trademark 646825.pdf
65863-0110	PIONEER	US	76/310,343	9/7/2001	12/17/2002	2,662,393	REGISTERED	trademark 2662393.pdf
65863-0128	PIONEER	CA	1118266	10/12/2001	10/6/2004	621953	REGISTERED	trademark 621953.pdf
65863-0151	PRESTIGE	US	76/412,064	5/24/2002	8/5/2003	2,748,557	REGISTERED	trademark 2748557.pdf
65863-0168	PRESTIGE	CA	1200902	12/31/2003	5/4/2006	TMA663648	REGISTERED	trademark TMA663648.pdf
65863-0095	SAFEAIRE	JP	62-134280	12/2/1987	2/28/1992	2384644	REGISTERED	
65863-0096	SAFEAIRE	US	73/652,903	4/3/1987	10/27/1987	1,462,649	REGISTERED	trademark 1462649.pdf
65863-0154	TRADITION	US	78/194,929	12/16/2002	1/13/2004	2,804,883	REGISTERED	trademark 2804883.pdf

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