

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM873247

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Agilent Technologies, Inc.		09/12/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Resolution Bioscience, Inc.		
<b>Street Address:</b>	550 Kirkland Way, Suite 200		
<b>City:</b>	Kirkland		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98033		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97116712	CTDX FIRST	
<b>Serial Number:</b>	97116703	CTDX HRD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128278185		
<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>			
<b>Phone:</b>	312-807-4350		
<b>Email:</b>	citrademarks@klgates.com, valerie.swanson@klgates.com, sana.hakim@klgates.com		
<b>Correspondent Name:</b>	Sana Hakim c/o K&L Gates LLP		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>ATTORNEY DOCKET NUMBER:</b>	2862081.00284		
<b>NAME OF SUBMITTER:</b>	Sana Hakim		
<b>SIGNATURE:</b>	/sh/		
<b>DATE SIGNED:</b>	02/01/2024		
<b>Total Attachments: 4</b>			
source=Trademark Assignment_Agilent to _ResBio#page1.tif			
source=Trademark Assignment_Agilent to _ResBio#page2.tif			
source=Trademark Assignment_Agilent to _ResBio#page3.tif			

CH \$65.00 97116712



## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*") is effective as of September 12, 2023 (the "*Effective Date*"), by AGILENT TECHNOLOGIES, INC., a Delaware corporation ("*Assignor*"), in favor of RESOLUTION BIOSCIENCE, INC., a Delaware corporation ("*Assignee*"). Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Exact Sciences Corporation (the "*Purchaser*") are parties to that certain Loan and Stock Purchase Agreement, dated September 12, 2023 (the "*Purchase Agreement*");

WHEREAS, pursuant to the Purchase Agreement, Assignor sold, transferred and delivered to Purchaser all Shares of the Assignee; and

WHEREAS, in connection with the transaction contemplated by the Purchase Agreement, Assignor desires to convey, transfer and assign to Assignee, and Assignee desires to accept the conveyance, transfer and assignment of the Assigned Marks (as defined below).

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to all of Assignor's worldwide right, title and interest in, to and under the following:

(a) the trademarks, trademark registrations and applications for trademark registrations set forth on Schedule A attached hereto (the "*Assigned Marks*"), together with all goodwill of the business associated therewith and which is symbolized thereby; provided that, with respect to the United States intent-to-use trademark applications, filed under §1(b) of the Trademark Act, 15 U.S.C. §1051(b), set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of the business to which the trademark pertains, the business is ongoing and existing, and Assignee is the successor-in-interest to such business;

(b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(d) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the Effective Date as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

2. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or

agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. At Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments for recordation with the appropriate governmental authorities, and take such further actions, as may be necessary or appropriate to assign fully to Assignee and Assignee's successors and assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Assignee under this Assignment.

3. Successors and Assigns. The terms and provisions of this Agreement and the respective rights and obligations of the parties hereunder shall be binding upon, and inure to, the benefit of their respective successors and assigns.

4. Terms of Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to 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.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

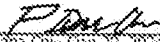
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the Effective Date.

**ASSIGNOR:**

**AGILENT TECHNOLOGIES, INC.**

  
\_\_\_\_\_  
(Diana Chiu (Jan 25, 2024 15:32 PST))

By: \_\_\_\_\_


Name: P. Diana Chiu

Title: Vice President, Interim General Counsel & Secretary

Agreed and accepted:

**ASSIGNEE:**

**RESOLUTION BIOSCIENCE, INC.**

By:   
\_\_\_\_\_  
Name: James Herriott  
Title: SVP, General Counsel

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Assigned Marks

COUNTRY	TRADEMARK	APPLICATION DATE	APPLICATION NO	REGISTRATION DATE	REGISTRATION NO
China	CTDX FIRST	Dec-2-2021	1638461	May-9-2022	1638461
EUTM	CTDX FIRST	Dec-2-2021	1638461	May-31-2022	1638461
United Kingdom	CTDX FIRST	Dec-2-2021	1638461	Apr-5-2022	1638461
United States of America	CTDX FIRST	Nov-9-2021	97116712		
WIPO	CTDX FIRST	Dec-2-2021	1638461	Dec-2-2021	1638461
China	CTDX HRD	Dec-2-2021	1640313	May-9-2022	1640313
EUTM	CTDX HRD	Dec-2-2021	1640313	Jun-14-2022	1640313
United Kingdom	CTDX HRD	Dec-2-2021	1640313	Apr-12-2022	1640313
United States of America	CTDX HRD	Nov-9-2021	97116703		
WIPO	CTDX HRD	Dec-2-2021	1640313	Dec-2-2021	1640313
China	CTDX LUNG	Dec-2-2021	1639591	Jul-20-2023	1639591
EUTM	CTDX LUNG	Dec-2-2021	1639591	Jun-7-2022	1639591
United Kingdom	CTDX LUNG	Dec-2-2021	1639591	Apr-5-2022	1639591
WIPO	CTDX LUNG	Dec-2-2021	1639591	Dec-2-2021	1639591