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U.S. Department of Commerce Patent and Trademark Office

03-02-2000

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #22	E RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):		
Gull Laboratories, Inc. □ Individual(s) □ Association □ General Partnership □ Limited Partnership Corporation-State - Utah □ Other	Name: Meridian Diagnostics, Inc. Internal Address: 3471 River Hills Drive City: Cincinnati State: Ohio Zip: 45244 □ Individual(s) citizenship □ Association □ General Partnership		
Assignment	□ Limited Partnership □ Corporation-State Ohio □ Other □ If assignee is not domiciled in the United States, a domestic representative designation is attached: □ yes □ no (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? □ yes □ no		
4. Application number(s) or registration numbers(s):A. Trademark Application No.(s):	B. Trademark Registration No.(s): 1,300,053 2,121,100 1,300,054 2,157,288 2,037,030 2,160,780		
Additional number	ers attached? □ yes □ no		
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:		
	7 T + 1 C (27 CFD 2 41), \$165.00		

								correspondence
coı	ncernin	g doo	cument s	hov	ıld be	ma	iled:	

Name: Patricia B. Hogan

Internal Address: Keating, Muething & Klekamp, P.L.L. Street Address: 1400 Provident Tower, One E. 4th Street

City: Cincinnati State: Ohio Zip: 45202

7. Total fee (37 CFR 3.41): \$165.00

Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: _

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

O	Statement	and	signature:
9.	Statement	and	signaturo.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of

the original document.

Patricia B. Hogan

Name of Person Signing

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET:

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this $\frac{1}{1000}$ day of $\frac{1}{10000}$, 2000 ("Effective Date") from Gull Laboratories, Inc., a Utah corporation located at 3471 River Hills Drive, Cincinnati, Ohio 45244 ("Assignor") to Meridian Diagnostics, an Ohio corporation located at 3471 River Hills Drive, Cincinnati, Ohio 45244 ("Assignee").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to certain trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

- 1. All of its trademarks, trade dress, trade names. service marks, service names and brand names, including without limitation (i) the United States trademarks listed on Schedule A annexed hereto; (ii) the trademarks in which Assignor owns common law rights, (iii) the foreign trademarks listed on Schedule B annexed hereto and (iv) the trade name; all of the above together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");
- 2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");
- 3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and
- 4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further

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action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the $\frac{1}{\sqrt{8}}$ day of Foundary 2000.

By: John A. K

Name: John A. Kraeutler

Title: President

State of

: SS

County of Vanuation

On this **18** day of **Selving**, 2000, before me appeared **10hn 1. Selving**, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

Signature of Notary Public

BEVERLY REEVES RUFENER
Notary Public, State of Ohio
My Commission Expires Mar. 24, 2001

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SCHEDULE A

<u>Mark</u>	Registration No.
GULL	1,300,053
Design	1,300,054
GULL	2,037,030
XTRAX	2,121,100
GENESTAR	2,157,288
GENESTAR	2,160,790

TRADEMARK REEL: 002034 FRAME: 0651

SCHEDULE B

<u>Mark</u>		Registration No.
XTRAX	EU	448845
GENESTAR	EU	361774
GENESTAR	EU	298794
GENESTAR	Japan	129310

1080.1

TRADEMARK
RECORDED: 03/02/2000 REEL: 002034 FRAME: 0652