

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merck SeQuant AB	FORMERLY SeQuant AB Corporation	09/01/2008	CORPORATION: SWEDEN

**RECEIVING PARTY DATA**

Name:	Merck KGaA
Composed Of:	COMPOSED OF Karl-Ludwig Kley German citizen, Michael Becker, German citizen, Bernd Reckmann, German citizen, Elmar Schnee Swiss citizen; Partnership Limited by Shares
Street Address:	Frankfurter Strasse 250
City:	Darmstadt
State/Country:	GERMANY
Postal Code:	64293
Entity Type:	Partnership German Fed Rep: GERMANY

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2874307	ZIC

**CORRESPONDENCE DATA**

Fax Number: (856)423-3662  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 856-423-6300  
 Email: jody.sharp@emdchemicals.com  
 Correspondent Name: Stephen J. Kunst  
 Address Line 1: 480 S. Democrat Road  
 Address Line 4: Gibbstown, NEW JERSEY 08085

**DOMESTIC REPRESENTATIVE**

Name: Stephen J. Kunst  
 Address Line 1: 480 South Democrat Road

OP \$40.00 2874307

**900132076**

**TRADEMARK  
 REEL: 003972 FRAME: 0233**

Address Line 4: Gibbstown, NEW JERSEY 08027

NAME OF SUBMITTER:

Antje Kracker

Signature:

/antje kracker/

Date:

04/17/2009

**Total Attachments: 3**

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**This Purchase and Sale Agreement entered into by and between**

Merck SeQuant AB

- the "Seller" -

and

Merck KGaA

- the "Buyer" -

**Art. 1**

**Sale and Purchase**

1. Seller herewith sells to Buyer and Buyer buys from Purchaser, with effect on 01 September 2008 (the "Effective Date)

- all intellectual property rights and know how of Seller , including, but not limited to (i) the patents and patent applications listed in **Annex 1** (collectively the "Patents") (ii) the production know how related to the Products listed in **Annex 1** (the "Products") and (iii) all other rights required for the Products' manufacture and commercialization;
- all Products which Seller has on stock on the Effective Date, save any products that will be sold to customers by Seller pursuant to Art. 3 (2) below (the "Transfer Stock");
- all of Seller's information and data on its customers for Products, including addresses for contacting, order histories and user profiles.

In addition, Seller grants to Buyer the perpetual right to use the name "SeQuant" in connection with the world-wide manufacture, marketing, promotion and sale of Buyer's products (including, but not limited to the Products).

2. Seller herewith assigns, with effect on the Effective Date, all the rights sold to Buyer pursuant to Art. 1 (1) and Buyer accepts such assignments.

- (v) the information on Seller's customers provided pursuant to Art. 1 (1) is correct, complete and up-to-date.

Art. 5

Miscellaneous

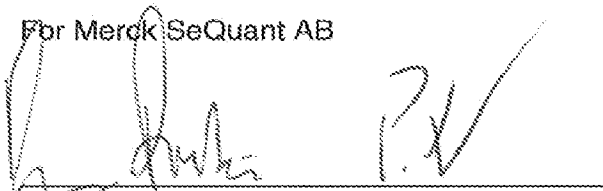
1. This Agreement may only be amended by an instrument in writing, duly executed by an authorized person or representative of both parties.
2. Should any provision of this Agreement become or be held invalid, ineffective or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid, ineffective or unenforceable provision shall be deemed to be automatically amended and replaced without the necessity of further action by the parties hereto by such form, substance, time measure and jurisdiction as shall be valid, effective and enforceable and shall accomplish as far as possible the purpose and the intent of the invalid, ineffective or unenforceable provision. The aforesaid shall apply, mutatis mutandis, to any situation not contemplated and covered by this Agreement.
3. Jurisdiction for all litigation arising out of or in connection with this Agreement, including any questions regarding its existence or any breach or alleged breach thereof, shall be with the competent courts in Darmstadt, Germany.
4. The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed and construed in accordance with the laws of Germany.

Date:

Date. *11th September 2009*

For Merck SeQuant AB

For Merck KGaA



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Dr. E. Ponten

C. Paetzold

Dr. U. Moebus

U. Fogel

## Annex 1

### The Products:

#### **P/N ZIC®-HILIC and ZIC®-pHILIC Guard Columns**

2712-715	ZIC®-HILIC PEEK Fitting Guard Column, 14 mm x 1 mm (5-pak) 200 Å
2712-721	ZIC®-HILIC Guard Column, PEEK, 20 mm x 2.1 mm 200 Å (1-pak)
2712-723	ZIC®-HILIC Guard Column, PEEK, 20 mm x 2.1 mm 200 Å (3-pak), incl. column coupler
2712-725	ZIC®-HILIC Guard Column, PEEK, 20 mm x 2.1 mm 200 Å (5-pak), incl. column coupler
2812-721	ZIC®-pHILIC Guard Column, PEEK, 20 mm x 2.1 mm 200 Å (1-pak)
2812-723	ZIC®-pHILIC Guard Column, PEEK, 20 mm x 2.1 mm 200 Å (3-pak), incl. column coupler
2812-725	ZIC®-pHILIC Guard Column, PEEK, 20 mm x 2.1 mm 200 Å (5-pak), incl. column coupler

#### **ZIC®-HILIC and ZIC®-pHILIC PEEK Columns**

2701-022	ZIC®-HILIC, PEEK Column, 20 x 2.1 mm 3.5 µm, 100 Å
2701-052	ZIC®-HILIC, PEEK Column, 50 x 2.1 mm 3.5 µm, 100 Å
2701-102	ZIC®-HILIC, PEEK Column, 100 x 2.1 mm 3.5 µm, 100 Å
2701-152	ZIC®-HILIC, PEEK Column, 150 x 2.1 mm 3.5 µm, 100 Å
2701-252	ZIC®-HILIC, PEEK Column, 250 x 2.1 mm 3.5 µm, 100 Å
2701-155	ZIC®-HILIC, PEEK Column, 150 x 4.6 mm 3.5 µm, 100 Å
2702-052	ZIC®-HILIC, PEEK Column, 50 x 2.1 mm 3.5 µm, 200 Å
2702-055	ZIC®-HILIC, PEEK Column, 50 x 4.6 mm 3.5 µm, 200 Å
2702-102	ZIC®-HILIC, PEEK Column, 100 x 2.1 mm 3.5 µm, 200 Å
2702-152	ZIC®-HILIC, PEEK Column, 150 x 2.1 mm 3.5 µm, 200 Å
2702-155	ZIC®-HILIC, PEEK Column, 150 x 4.6 mm 3.5 µm, 200 Å
2712-052	ZIC®-HILIC, PEEK Column, 50 x 2.1 mm 5 µm, 200 Å
2712-055	ZIC®-HILIC, PEEK Column, 50 x 4.6 mm 5 µm, 200 Å
2712-058	ZIC®-HILIC, PEEK Column, 50 x 7.5 mm 5 µm, 200 Å
2712-102	ZIC®-HILIC, PEEK Column, 100 x 2.1 mm 5 µm, 200 Å
2712-105	ZIC®-HILIC, PEEK Column, 100 x 4.6 mm 5 µm, 200 Å
2712-152	ZIC®-HILIC, PEEK Column, 150 x 2.1 mm 5 µm, 200 Å
2712-155	ZIC®-HILIC, PEEK Column, 150 x 4.6 mm 5 µm, 200 Å