## 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
Elitech Holding B.V.		112/08/2009	Private Limited Company: NETHERLANDS

## **RECEIVING PARTY DATA**

Name:	Gamida for Life, B.V.	
Street Address:	Marten Meesweg 51	
City:	Rotterdam	
State/Country:	NETHERLANDS	
Entity Type:	Private Limited Company: NETHERLANDS	

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3090342	ASSAY BLUEPRINT
Registration Number:	2528493	NANOCHIP
Registration Number:	2481476	NANOCHIP

## **CORRESPONDENCE DATA**

Fax Number: (212)391-0525

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-278-0400

Email: wmiller@cooperdunham.com

Correspondent Name: Wendy E. Miller c/o Cooper & Dunham LLP

Address Line 1: 30 Rockefeller Plaza, 20th Floor
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER: 0031-82698

DOMESTIC REPRESENTATIVE

Name: Wendy E. Miller c/o Cooper & Dunham LLP

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Address Line 1: 30 Rockefeller Plaza, 20th Floor Address Line 4: New York, NEW YORK 10112			
NAME OF SUBMITTER:	Wendy E. Miller		
Signature:	/Wendy E. Miller/		
Date:	03/22/2011		
Total Attachments: 4 source=Trademark Assignment - Elitech to Gamida#page1.tif source=Trademark Assignment - Elitech to Gamida#page2.tif source=Trademark Assignment - Elitech to Gamida#page3.tif source=Trademark Assignment - Elitech to Gamida#page4.tif			

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# **EXECUTION COPY**

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made effective as of December 8 2009, by and between Elitech Holding B.V., a corporation organized and existing under the laws of The Netherlands/Wescor, Inc., a Utah corporation ("Assignor") and Gamida for Life, B. V., an entity formed under the laws of the Netherlands ("Assignee").

### PRELIMINARY STATEMENTS

- A. Pursuant to that certain Purchase Agreement (the "<u>Purchase Agreement</u>") dated as of December 8, 2009 by and among Assignor, Assignee, and Wescor, Inc., a Utah corporation/ Elitech Holding B.V., a corporation organized and existing under the laws of The Netherlands, Assignor has agreed to transfer and assign unto Assignee all of Assignor's right, title and interest in and to certain assets and contracts of Assignor, and Assignee has agreed to assume certain obligations of Assignor.
- B. Pursuant to the terms and conditions of the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, its right, title and interest in and to those trademarks (the "Marks") listed on Exhibit 1 attached hereto, and the pending U.S. applications and those U.S. and foreign registrations for the Marks (the "Applications and Registrations") listed in Exhibit 2 attached hereto and incorporated by reference.
- C. Capitalized terms not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

### **AGREEMENT**

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, and the Applications and Registrations, together with that part of the good will of Assignor's business connected with the use of and symbolized by the Marks and the registration thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.

Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, it will be governed by and construed under the laws of the State of Washington, without regard to conflicts of laws principles that would require the application of any other law.

TRADEMARK

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**IN WITNESS WHEREOF**, the parties to this Agreement have caused this Agreement to be duly executed as of the date first written above.

# ASSIGNOR:

ELITECH HOLDING BV

a Netherlands company

OR

WESCOR, INC.

a Utah corporation

, President

**ASSIGNEE:** 

GAMIDA FOR LIFE, B. V.

an entity formed under the laws of the Netherlands

By: 10/1-10011-007

TRADEMARK

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# **EXHIBIT 1**

NanoChip Assay Toolbox Assay Blueprint

> TRADEMARK REEL: 004502 FRAME: 0465

# **EXHIBIT 2**

US registration No.s 3090342 and 2917828

A 4

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**RECORDED: 03/22/2011**