# 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
PML Microbiologicals, Inc.		07/03/2013	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	bioMérieux
Street Address:	69280
City:	Marcy l'Etoile
State/Country:	FRANCE
Entity Type:	SOCIÉTÉ ANONYME À CONSEIL D'ADMINISTRATION: FRANCE

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4055146	LYFOCULTS
Registration Number:	2844370	LYFOCULTS

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: mtepper@teiplaw.com Correspondent Name: Maury M. Tepper, III Address Line 1: 103 Oak Hollow Court

Address Line 4: Garner, NORTH CAROLINA 27609

ATTORNEY DOCKET NUMBER: LYFOCULTS ASSIGN

#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2: Address Line 3:

900272841

**TRADEMARK** 

REEL: 005160 FRAME: 0001

Address Line 4:	
NAME OF SUBMITTER:	Maury M. Tepper, III
Signature:	/Maury M. Tepper, III/
Date:	11/22/2013
Total Attachments: 1 source=bioMerieux confirmatory assignment#page1.tif	

TRADEMARK
REEL: 005160 FRAME: 0002

### CONFIRMATORY ASSIGNMENT OF TRADEMARKS

This Confirmatory Assignment of Trademark (the "Assignment") dated effective as of July 3, 2013 (the "Effective Date"), is from PML Microbiologicals, Inc., a Delaware corporation with an address of 27120 SW 95<sup>th</sup> Ave, Wilsonville, Oregon 97070 (the "Assigner"), to bioMérieux, a French corporation (the "Assignee").

# WITNESSETH:

WHEREAS, Assignor is the record owner of the trademark and the related United States registrations for LYFOCULTS, Registration Nos. 4,055,146 and 2,844,370 (the "Marks"); and

WHEREAS, pursuant to that certain Purchase Agreement, dated July 3, 2013, between Assignor and Assignee (the "Purchase Agreement"), Assignor agreed to assign, transfer and convey to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business, and all common law rights, associated with the Marks; and

WHEREAS, Assignor and Assignee desire to confirm and record the assignment of the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- I. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Marks, together with (1) the goodwill of the business symbolized by the Marks, (2) any and all common law rights, title and interest associated with the Marks, and (3) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Marks.
- 2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective

ASSIGNOR:	ASSIGNEE:
PML Microbiologicals Inc.	bjøMérieux
Marl	
Marc Mackowiak,	Henri Thomasson

Title: Chief Executive Officer Title: Chief Financial Officer

TRADEMARK REEL: 005160 FRAME: 0003

**RECORDED: 11/25/2013**