TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM339424

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aptuit (West Lafayette), LLC		02/13/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	AMRI Americium, LLC
Street Address:	3065 Kent Avenue
City:	West Lafayette
State/Country:	INDIANA
Postal Code:	47906
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3185101	THE CRYSTALLIZATION EXPERTS
Registration Number:	3278678	WHERE CHEMISTRY MATTERS
Serial Number:	86487769	TRIADS
Serial Number:	86487754	SSCI

CORRESPONDENCE DATA

Fax Number: 3172230276

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.

Phone: 317-684-5000

Email: trademark@boselaw.com

Correspondent Name: Megan M. Mulford Address Line 1: 111 Monument Circle

Address Line 2: **Suite 2700**

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	16371-0023
NAME OF SUBMITTER:	Megan M. Mulford
SIGNATURE:	/Megan M. Mulford/
DATE SIGNED:	04/27/2015

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "<u>Trademark Assignment</u>") is effective as of February 13, 2015 (the "<u>Effective Date</u>") by and between **APTUIT (WEST LAFAYETTE), LLC**, a Delaware limited liability company ("<u>Assignor</u>") and **AMRI AMERICIUM, LLC**, a Delaware limited liability company ("<u>Assignee</u>").

- A. Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), providing for, among other things, the sale, conveyance, assignment, delivery and transfer by Assignor to Assignee of all of the right, title and interest that Assignor possesses and has the right to transfer in, to and under the trademarks listed on Exhibit A, attached hereto and incorporated herein, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (the "Trademarks"). The Parties acknowledge that Assignee is a successor to Assignor's business, or portion of the business to which the Trademarks pertain, and that business is ongoing and existing.
- B. In accordance with the terms of the Asset Purchase Agreement, the Parties have agreed to enter into this Trademark Assignment providing for the assignment, transfer and conveyance to Assignee of all of the right, title and interest that Assignor possesses and has the right to transfer in, to and under the Trademarks, together with all rights to claims of past infringement thereof.

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

- 1. Assignment. In accordance with and subject to the terms of the Asset Purchase Agreement, Assignor does hereby CONVEY, ASSIGN, DELIVER and TRANSFER to Assignee, and Assignee hereby accepts from Assignor, all of the right, title and interest that Assignor possesses and has the right to transfer in, to and under the Trademarks throughout the world, including all goodwill associated therewith and all of Assignor's rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof. Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to record the assignment of the Trademarks with the United States Patent & Trademark Office, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title and interest in, to and under the Trademarks.
- 2. <u>Governing Law</u>. This Trademark Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without regard to its conflict of laws principles.
- 3. <u>Binding on Successors</u>. This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed by the Parties by facsimile or electronic mail transmission and in separate counterparts, each of which when so executed and

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delivered shall be an original, but all such counterparts shall together constituté one and the same instrument.

- 5. <u>Severability</u>. If any provision of this Trademark Assignment shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Trademark Assignment shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.
- 6. <u>Conflicts</u>. Notwithstanding anything to the contrary contained in this Trademark Assignment, (a) no provision hereof shall in any way supersede, modify, replace, restrict, limit or in any way affect the rights and obligations of the Parties under the Asset Purchase Agreement, and (b) in the event of any conflict between the terms of this Trademark Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Trademark Assignment is intended only to effect the assignment of the Trademarks pursuant to the Asset Purchase Agreement. This Trademark Assignment and the covenants and agreements contained herein shall survive the closing.

APTUIT (WEST L	AFAYET(TE), LLC
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("Assignor

By:

Drinted

Title

) 1. 10

General Coursel

AMRI AMERICIUM, LLC

("ASSIGNEE")

Title: <u>Sensor Direc</u>

Exhibit A

Trademarks

Registrations

<u>Mark</u>	Registration Number	Registration Date
THE CRYSTALLIZATION EXPERTS	3,185,101	December 12, 2006
WHERE CHEMISTRY MATTERS	3,278,678	August 14, 2007

Pending Applications

<u>Mark</u>	<u>Serial Number</u>	Filing Date
TRIADS	86/487,769	December 22, 2014
SSCI	86/487,754	December 22, 2014

Common Law Marks

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RECORDED: 04/27/2015