

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346429

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cynvenio Biosystems, LLC | | 06/30/2015 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Cynvenio Biosystems, Inc. | | |
| Street Address: | 2260 Townsgate Road | | |
| City: | Westlake Village | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91361 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3730768 | CYNVENIO BIOSYSTEMS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8059663320 | | |
| <i>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.</i> | | | |
| Phone: | (805) 966-2440 | | |
| Email: | lvelez@rppmh.com | | |
| Correspondent Name: | Michael E. Pfau, Esq. | | |
| Address Line 1: | 1421 State Street, Suite B | | |
| Address Line 4: | Santa Barbara, CALIFORNIA 93101 | | |
| NAME OF SUBMITTER: | Michael E. Pfau | | |
| SIGNATURE: | /Michael E. Pfau/ | | |
| DATE SIGNED: | 06/30/2015 | | |
| Total Attachments: 2 | | | |
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| source=Assignment of Trademark (Signed)#page2.tif | | | |

OP \$40.00 3730768

ASSIGNMENT OF TRADEMARK

Assignor: Cynvenio Biosystems, LLC
(a California Limited Liability Company)
2260 Townsgate Road
Westlake Village, California 91361

Assignee: Cynvenio Biosystems, Inc.
(a Delaware corporation)
2260 Townsgate Road
Westlake Village, California 91361

Trademark: Cynvenio Biosystems Plus Design
United States Registration No: 3,730,768

1. **ASSIGNMENT.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants and assigns to Assignee, its successors and assigns, free and clear of all liens, charges, encumbrances and restrictions, all of Assignor's worldwide right, title and interest in and to the Trademark, together with all goodwill associated therewith, including, but not limited to, United States Trademark Registration No. 3,730,768 issued on December 29, 2009, and all common law trademark rights. All of the foregoing is hereinafter collectively referred to as the "Trademark."

2. **REPRESENTATIONS.** Assignor hereby represents and warrants to Assignee as follows.

- (a) Assignor owns good and marketable title to all of the Trademark free and clear of all liens, charges, claims, security agreements, equities, options, pledges and encumbrances whatsoever.
- (b) Assignor has full right, power and authority to enter into this Assignment and to sell and assign all of the Trademark free and clear of all liens, charges, claims, security agreements, equities, options, pledges and encumbrances whatsoever.
- (c) Pursuant to this Assignment, Assignee will acquire good and marketable title to all of the Trademark, free and clear of all liens, charges, claims, security agreements, equities, options, pledges, and encumbrances whatsoever.
- (d) Neither the execution and delivery of this Assignment, nor the consummation of the transactions contemplated hereby, nor compliance by Assignor with any of the provisions hereof, will violate, or conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the Trademark, under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, agreement, lease or other instrument or obligation to which Assignor is a party, or by which Assignor may be bound or affected.
- (e) This Assignment constitutes the valid and legally binding obligation of Assignor and is

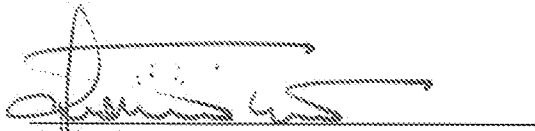
enforceable against Assignor in accordance with its terms;

- (f) Assignor has neither transferred or assigned nor agreed to transfer or assign any or all of Assignor's right, title or interest in or to any or all of the Trademark the Invention to any other individual or entity.

3. **STATUS OF TRADEMARK.** Assignor represents and warrants to Assignee that no opposition or other proceeding has been initiated against Assignor or the Trademark contesting in any manner the validity of the Trademark or the registration of the Trademark or contesting Assignor's right, title or interest in the Trademark.

4. **FURTHER ACTS.** Assignor shall assist Assignee (at Assignee's expense) in doing all things necessary (including signing all necessary documents) to obtain registrations on the Trademark anywhere in the world and to perform such lawful acts (including signing all necessary documents) as Assignee reasonably may request to effectuate fully this Assignment.

5. **GOVERNING LAW.** The validity, construction, and performance of this Assignment is governed by the laws of the State of California applicable to contracts made and to be fully performed in the State of California.



Andre de Fusco