

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**Velocity, LLC  
205 North George Street  
York, PA 17401

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Limited Liability Company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☐ No**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 07/25/2018

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: SAPIO Sciences, LLC

Street Address: 205 North George Street

City: York

State: PA

Country: USA Zip: 17401

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other LLC Citizenship PA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

5,489,963 and 5,490,039

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

EXEMPLAR ELN- Reg. No. 5,489,963; and EXEMPLAR LIMS-Reg. No. 5,490,039

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Jeffrey L. Rehmeyer II, Esquire

Internal Address: \_\_\_\_\_

Street Address: 135 North George Street

City: York

State: PA Zip: 17401

Phone Number: 717-848-4900

Docket Number: 38331-1

Email Address: jrehmeyer@cgalaw.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$80.00**

- ☒ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number 503124

Authorized User Name CGA Law Firm

**9. Signature:**


Signature

Jeffrey L. Rehmeyer II

Name of Person Signing

7/25/18  
Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450**TRADEMARK****REEL: 006391 FRAME: 0009**

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CH \$65.00 5489963

SCHEDULE A

	<u>Mark</u>	<u>Type</u>	<u>Serial/Registration No.</u>
1.	EXEMPLAR LIMS	Word Mark	5490039
2.	EXEMPLAR ELN	Word Mark	5489963

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into this 25<sup>th</sup> day of July, 2018 by and between **VELOCITY, LLC**, a Pennsylvania limited liability company ("Assignor"), and **SAPIO SCIENCES, LLC**, a Pennsylvania limited liability company ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of the Trademarks further described on Schedule A hereto (the "Trademarks");

WHEREAS, Assignor and Assignee are parties to a corporate restructuring whereby affiliated but separate companies will utilize and operate certain programs and assets of a previously singular company and the Trademarks herein will be operated by the Assignee (the "Assignment"); and

WHEREAS, pursuant to this Assignment, the Assignee has agreed to accept the assignment of all of Assignor's right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in this Assignment.
2. Assignment. Effective upon the execution of this Assignment, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized by the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
3. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

SIGNATURE PAGE TO FOLLOW

THE UNDERSIGNED have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:  
VELOCITY, LLC

By: \_\_\_\_\_

ASSIGNEE:  
SAPIO SCIENCES, LLC

By: \_\_\_\_\_

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