

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM509337

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kuraray Co. Ltd.		10/01/2018	Corporation: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Corning Incorporated		
<b>Street Address:</b>	One Riverfront Plaza		
<b>City:</b>	Corning		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14831		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4127568	ELPLASIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6079743848		
<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>			
<b>Phone:</b>	6079743076		
<b>Email:</b>	burkepr@corning.com		
<b>Correspondent Name:</b>	Paul R. Burke		
<b>Address Line 1:</b>	On Riverfront Plaza		
<b>Address Line 2:</b>	Sullivan Park TI-3-1		
<b>Address Line 4:</b>	Corning, NEW YORK 14831		
<b>ATTORNEY DOCKET NUMBER:</b>	F11804		
<b>NAME OF SUBMITTER:</b>	Paul R. Burke		
<b>SIGNATURE:</b>	/Paul R. Burke/		
<b>DATE SIGNED:</b>	02/08/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT** (the "Trademark Assignment"), effective as of October 1, 2018 (the "Effective Date"), is by and among Kuraray Co., Ltd., a company organized under the laws of the Japan, ("Assignor"), and Corning Incorporated, a company organized under the laws of the State of New York, USA, ("Assignee", together with Assignor, the "Parties", and each individually, a "Party").

**WHEREAS**, Assignor and Assignee and/or certain of their affiliates have entered into that certain Asset Purchase Agreement, dated as of October 1, 2018 (the "Agreement"), pursuant to which Assignee have purchased certain assets related to the Business (as defined in the Agreement);

**WHEREAS**, Assignor is the owner of the trademark registrations, trademark applications, common law marks and domain names listed on Schedule A hereto (the "Trademarks"); and

**WHEREAS**, Assignor desires to sell, convey, transfer and assign to Assignee, and Assignee wishes to acquire, all right, title and interest in and to the Trademarks, pursuant to the terms and conditions of the Agreement and this Trademark Assignment.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks, including all registrations and applications thereof and the goodwill symbolized thereby, all rights of priority and renewals, and together with all causes of actions, claims and demands, and all other rights to sue and recover for or rights arising from, any past, present, and future infringements, misappropriations, dilutions, unlawful imitations and all other violations of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. Recordation. Assignor hereby requests and authorizes the United States Commissioner for Trademarks, and any other applicable government officer in any jurisdiction, to record Assignee as the owner of the entire right, title and interest in and to the Trademarks. Except as expressly set forth in this section, the Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent or trademark office fees, filings, and prosecution in any jurisdiction, associated with the perfection of the Assignee's right, title, and interest in and to each of the Trademarks and recordation thereof. Upon request, Assignor agrees, solely at Assignee's expense, to execute such additional documents as may be required to effect the foregoing and for recordal purposes in connection with the transfer of ownership of the Trademarks.

3. Transfer of Domain name. Within thirty (30) days following the Closing of the Agreement, Assignor shall execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the domain names listed on Schedule A hereto (the "Domain names") to Assignee and cause the Domain names to be registered in the name of the Assignee or its designee with the domain name registry of Assignee's choice. The Domain names will be deemed transferred when (i) the Assignee's registry has confirmed the transfer in accordance with such registry's procedures therefor, (ii) the applicable WHOIS database identifies Assignee or its' designee as the registrant of the Domain names, and (iii) the Assignee or its' designee has administrative and technical access to the Domain name, and sole control over where the Domain name points.

4. Counterparts; Effectiveness. This Trademark Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Assignment shall become effective as of the Effective Date when each Party hereto shall have received a counterpart hereof signed by the other Parties hereto. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

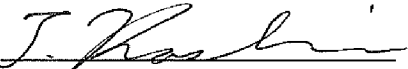
5. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State without regard to the conflict of laws rules thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties has executed or caused this Agreement to be executed by a duly authorized representative as of the day and year first written above.

**ASSIGNOR:**

KURARAY CO., LTD.

By:   
Tsugunori Kashimura  
Senior Executive Officer  
Research and Development Division  
Kuraray Co., Ltd.  
Date:

**ASSIGNEE:**

CORNING INCORPORATED

By: \_\_\_\_\_  
Eric Musser  
Executive Vice President  
Corning Technologies and International  
Date:

[Signature Page to the Trademark and Domain Name Assignment Agreement]

IN WITNESS WHEREOF, each of the parties has executed or caused this Agreement to be executed by a duly authorized representative as of the day and year first written above.

**ASSIGNOR:**

KURARAY CO., LTD.

By: \_\_\_\_\_  
Tsugunori Kashimura  
Senior Executive Officer  
Research and Development Division  
Kuraray Co., Ltd.  
Date:

**ASSIGNEE:**

CORNING INCORPORATED



By: Eric Musser  
Eric Musser  
Executive Vice President  
Corning Technologies and International  
Date:

[Signature Page to the Trademark and Domain Name Assignment Agreement]

# SCHEDULE A

Designated territory (Country)	Trademark name	International Classification	Current status	Application date	Application number	Registration date	Registration number	Expiry date	device
Japan	Elplasia (and its Japanese KATAKAN A character)	09;10	Registered	2010-07-27	2010-058956	2011-02-10	5390800	2021-02-10	device 1
Japan	Elplasia	09;10	Registered	2010-07-27	2010-058957	2011-02-10	5390801	2021-02-10	
USA	Elplasia	09;10	Registered	2010-08-06	85/102253	2012-04-17	4127568	2022-04-17	
EU	Elplasia	09;10	Registered	2010-08-06	9299108	2011-01-21	9299108	2020-08-06	
Taiwan	Elplasia	09;10	Registered	2017-06-02	106033331	2018-02-16	1900235	2028-02-15	
South Korea	Elplasia	09;10	Registered	2017-06-09	2017-0070737	2018-01-05	1319205	2028-01-05	
China	Elplasia	09;10	Filed	2017-06-13	24710348				
Hong Kong	Elplasia	09;10	Registered	2017-06-19	304176559	2017-06-19	304176559	2027-06-18	
Singapore	Elplasia	09;10	Registered	2017-06-21	40201711673 P	2017-06-21	40201711673 P	2027-06-21	
Canada	Elplasia	09;10	Filed	2017-07-05	1845934				
Australia	Elplasia	09;10	Registered	2017-06-16	1852330	2017-06-16	1852330	2027-06-16	
Switzerland	Elplasia	09;10	Registered	2017-06-15	57381/2017	2017-09-05	706922	2027-06-15	
Malaysia	Elplasia	9	Registered	2017-06-30	2017062163	2017-06-30	2017062163	2027-06-30	
Malaysia	Elplasia	10	Registered	2017-06-30	2017062164	2017-06-30	2017062164	2027-06-30	
Thailand	Elplasia	09;10	Filed	2017-07-31	170126647				
India	Elplasia	09;10	Registered	2017-07-26	3599383	2017-07-26	3599383	2027-07-26	
Japan	Micro-Space Cell Culture (and its Japanese KATAKAN A character)	09;10	Registered	2010-07-27	2010-058959	2011-03-04	5395776	2021-03-04	device 2
USA	Micro-Space Cell Culture	09;10	Refused	2010-08-06	85/102234				
EU	Micro-Space Cell Culture	09;10	Registered	2010-08-06	9299082	2011-01-21	9299082	2020-08-06	
device 1									
	Elplasia エルプラシア								
device 2									
	Micro-Space Cell Culture マイクロスペースセルカルチャー								

DOMAIN NAME  
ELPLASIA.com