

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schillinger Genetics, Inc.		02/07/2019	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	SGI Genetics, Inc.		
Street Address:	1100 Corporate Square Drive, Suite 150		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63132		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87948700	COVAL	
Registration Number:	3793938	EMERGE GENETICS	
Registration Number:	3910524	EMERGE GENETICS - BY SCHILLINGER	
Registration Number:	3838765	NAVITA	
Registration Number:	4393711	NAVITA	
Serial Number:	88220934	SG MEGA	
Serial Number:	88208551	SG OMEGA	
Registration Number:	4325977	TRIVECTA	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	bcipdocketing@bclplaw.com		
Correspondent Name:	BRYAN CAVE LEIGHTON PAISNER LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	1761386.4		
NAME OF SUBMITTER:	Lucinda Althausser		

CH \$215.00 87948700

SIGNATURE:	/Lucinda Althauser/
DATE SIGNED:	04/05/2019
Total Attachments: 4 source=14.D. Trademark Assignment Agreement (Schillinger to SGI)#page1.tif source=14.D. Trademark Assignment Agreement (Schillinger to SGI)#page2.tif source=14.D. Trademark Assignment Agreement (Schillinger to SGI)#page3.tif source=14.D. Trademark Assignment Agreement (Schillinger to SGI)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (“**Agreement**”) is made and entered into as of the 7th day of February, 2019 by and between Schillinger Genetics, Inc., an Iowa corporation with an address at 4401 Westown Parkway, Suite 225, West Des Moines, Iowa 50266 (“**Assignor**”) and SGI Genetics, Inc., a Delaware corporation with an address at 1100 Corporate Square Drive, Suite 150, St. Louis, Missouri 63132 (“**Assignee**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in that certain Asset Purchase Agreement, dated February 7, 2019, by and among, *inter alia*, Assignor and Assignee (the “**Purchase Agreement**”).

RECITALS

WHEREAS, Assignor and Assignee are, among others, parties to the Purchase Agreement;

WHEREAS, this Agreement is made and delivered pursuant to, *inter alia*, Article 2.4(a)(iv) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all worldwide right, title and interest in, to and under the trademark and/or service mark registrations and applications identified on Exhibit A, including any and all goodwill associated therewith, all common law rights therein, any and all trademark and/or service mark rights related thereto and all other rights associated with the portion of the ongoing and existing business to which these marks pertain; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks (collectively, the “**Trademarks**”).

2. Authorization. Assignor hereby authorizes the Commissioner of Patents and Trademarks (and the equivalent authorities in foreign patent offices) to record this Agreement and transfer the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

3. Governing Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Agreement and any term or provision of the Purchase Agreement, the conflicting term or provision of the Purchase Agreement shall govern and control to the extent of such conflict. Nothing contained in this Agreement shall alter, extend, diminish or amplify any of the representations, warranties, covenants or obligations of any Party contained in the Purchase Agreement or the survival thereof.

4. **Amendments.** This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.

5. **Further Assurances.** From and after the date hereof but subject to the terms and conditions hereof, Assignor and Assignee shall do all such acts and execute all such further documents and instruments as may be reasonably required to memorialize and make effective the transactions contemplated hereby.

6. **Governing Law.** All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

7. **Counterparts.** This Agreement may be executed in original, facsimile or electronic counterparts, each of which will be deemed an original, and which when taken together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR

SCHILLINGER GENETICS, INC.

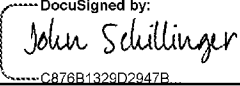

By:  _____
Name: John A. Schillinger, Jr.
Title: President

EXHIBIT A

Mark	Country	Application/Registration Number Filing or Reg Date	Int'l Class Number
COVAL™	US	87/948,700 6-5-18	30, 31
EMERGE GENETICS®	US	3,793,938 5-25-10	31
	US	3,910,524 1-25-11	31
NAVITA®	US	3,838,765 8-24-10	31
NAVITA®	US	4,393,711 8-27-13	31
SG MEGA™	US	88/220,934 12-7-18	30, 31
SG OMEGA™	US	88/208,551 11-28-18	30,31
TRIVECTA®	US	4,325,977 4-23-13	31
TRIVECTA®	AR	2,619,593 1-6-14	31
TRIVECTA®	IR	1,151,662 2-5-13	31