

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/10/2019
RESUBMIT DOCUMENT ID:	900542677

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CryoGene Partners d/b/a Cryogene Lab		03/18/2020	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Cryoport, Inc.
Street Address:	17305 Daimler Street
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Corporation: NEVADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88187603	CRYOGENE

CORRESPONDENCE DATA

Fax Number: 6023826700

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: 602.382.6389

Email: ipdocket@swlaw.com

Correspondent Name: J. Damon Ashcraft

Address Line 1: 400 E. Van Buren St.

Address Line 2: One Arizona Center

Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	57404.00018
NAME OF SUBMITTER:	J. Damon Ashcraft
SIGNATURE:	/J. Damon Ashcraft/
DATE SIGNED:	04/15/2020

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (“Agreement”) is made as of March 18, 2020 (“Effective Date”) between CryoGene Partners, a Texas general partnership d/b/a Cryogene Lab with a place of business at 9300 Kirby Dr., Suite 200, Houston, TX (“Assignor”) and Cryoport, Inc., a Nevada corporation with a place of business at 17305 Daimler St., Irvine, CA, 92614 (“Assignee”). The Assignor has the following trademarks, trademark registrations and pending applications set forth in Exhibit A (collectively the “Trademarks”) that are registered and/or filed with the United States Patent and Trademark Office.

Assignor and Assignee entered into a previous agreement whereby Assignee was to become the owner of the Trademarks and Assignor and Assignee now wish to memorialize that previous agreement for recordation purposes at the United States Patent and Trademark Office;

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns, sets over and transfers unto Assignee, its successors, legal representatives or assigns, the entire right, title and interest in and to the Trademarks, including all goodwill associated therewith; in and to any other trademarks and trademark applications which claim priority from the Trademarks listed in Exhibit A, including but not limited to all counterparts, equivalents, extensions, renewals, reinstatements and restorations of said Trademarks; all of the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which the Trademark has been or will be granted.
2. Past/Future Infringements. Assignor also hereby sells, assigns, sets over and transfers unto Assignee and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of said Trademark in the United States and all other foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits.
3. Nunc-Pro Tunc. Assignor and Assignee agree that this assignment shall be a “Nunc-Pro Tunc Assignment” and be effective as of May 10, 2019.
4. Further Actions. Assignor hereby agrees, upon request of Assignee, and without further remuneration, to promptly provide Assignee with any reasonable assistance relating to perfecting the transfer of all of the rights conveyed herein and vesting of full and complete title in Assignee, and relating to enforcing and defending those rights, including but not limited to executing any and all papers for those purposes, and testifying on Assignee’s behalf about this Assignment.
5. Severability. If any provision of this Assignment or the applications thereof are held to be invalid, void or unenforceable for any reason, the remaining provisions not so declared will be construed so as to comply with the law, and will nevertheless continue in full force and effect without being impaired in any manner whatsoever.


6. Binding Effect. This Assignment shall apply to, be binding in all respects upon, and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.

7. Electronic Signature. Any facsimile or electronic copy hereof or signature hereon shall, for all purposes, be deemed an original.

Assignor hereby authorizes the Director – United States Patent and Trademark Office to record this Assignment for the sole benefit of Assignee, its successors, assigns, and legal representatives.

ASSIGNOR:

CRYOGENE LAB, a Texas Partnership

By: 
Name: Marshall Griswold
Title: Partner


ASSIGNEE:

CRYOPORT, INC., a Nevada Corporation

By: 
Name: Robert Stefanovich
Title: Chief Financial Officer

EXHIBIT A

TRADEMARKS

UNITED STATES PATENT AND TRADEMARK OFFICE – APPLICATIONS			
MARKS	SERIAL. NO.	FILING DATE	FOR THE GOODS/ SERVICES
 The logo for CRYOGENE LAB features a stylized DNA double helix on the left, with the words "CRYOGENE LAB" in a bold, sans-serif font to its right.	88187603	11/9/2018	Biomedical services, namely, the storage of human cells for medical use.