

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Icagen, Inc.		02/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Adjacent Acquisition Co., LLC		
Street Address:	3911 Sorrento Valley Blvd., Suite 110		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5243971	ICAGEN	
Registration Number:	3507712	XRPRO	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
<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:	8587208900		
Email:	dmtmdocketing@sheppardmullin.com		
Correspondent Name:	Lisa M. Martens		
Address Line 1:	12275 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130-4092		
ATTORNEY DOCKET NUMBER:	47XX-315088		
NAME OF SUBMITTER:	Lisa M. Martens		
SIGNATURE:	/Lisa M. Martens/		
DATE SIGNED:	05/26/2020		
Total Attachments: 7			
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ASSET PURCHASE AGREEMENT

BY AND BETWEEN

ICAGEN, INC.

CERTAIN SUBSIDIARIES OF ICAGEN INC.

AND

ADJACENT ACQUISITION CO., LLC

FEBRUARY 11, 2020

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of February 11, 2020, is made and entered into by and between Icagen, Inc. ("Parent"), a Delaware corporation, Icagen Corp., a Nevada corporation, XRPro Sciences, Inc., a Delaware corporation, and Caldera Discovery, Inc., a Delaware corporation, (each, a "Subsidiary", and the Subsidiaries, together with Parent, collectively referred to as "Seller"), and Adjacent Acquisition Co., LLC a Delaware limited liability company ("Buyer").

RECITALS

WHEREAS, Seller is engaged in the business of drug discovery and providing services as a contract research organization, primarily using its ion channel platform, including its X-ray fluorescence technology referred to as XRpro, operated from Seller's Durham, North Carolina location (the "Business");

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in and to the Transferred Assets (as hereinafter defined), and Buyer desires to assume from Seller, all of the Assumed Liabilities (as hereinafter defined), all upon the terms and subject to the conditions set forth herein; and

WHEREAS, [REDACTED]

WHEREAS, each of Seller and Buyer desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, Seller and Buyer, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Certain Definitions. As used in this Agreement, the following terms have the following meanings:

[REDACTED]

(ii) Bill of Sale. A bill of sale in substantially the form attached hereto as Exhibit B (the "Bill of Sale"), duly executed by Seller;

(iii) Assignment and Assumption Agreement. An assignment and assumption agreement in substantially the form attached hereto as Exhibit C (the "Assignment and Assumption Agreement"), duly executed by Seller;

(iv) IP Assignment Agreement. An intellectual property assignment agreement in substantially the form attached hereto as Exhibit D (the "IP Assignment Agreement"), duly executed by Parent and each Subsidiary owning Transferred Assets that are Patents, Trademarks and registered Copyrights or Domain Names;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed on the date first set forth above.

ICAGEN, INC.:

By: ^{DocuSigned by:} Richard Cunningham
47EC6781B5C3439...
Name: _____
Title: _____

ICAGEN CORP:

By: ^{DocuSigned by:} Richard Cunningham
47EC6781B5C3439...
Name: _____
Title: _____

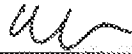
XR PRO SCIENCES, INC.:

By: ^{DocuSigned by:} Richard Cunningham
47EC6781B5C3439...
Name: _____
Title: _____

CALDERA DISCOVERY, INC.:


By: ^{DocuSigned by:} Richard Cunningham
47EC6781B5C3439...
Name: _____
Title: _____

ADJACENT ACQUISITION CO., LLC:

By: 
Name: Charles Berkman
Title: Manager

Solely for purposes of Section 11.15:

LIGAND PHARMACEUTICALS
INCORPORATED

By: 
Name: Charles Berkman
Title: SVP, GL & Secretary

[Signature Page to Asset Purchase Agreement]

DISCLOSURE SCHEDULES
TO
ASSET PURCHASE AGREEMENT

Attached to and forming a part of the Asset Purchase Agreement, dated as of February 11, 2020 by and between Icagen, Inc., a Delaware corporation, Icagen Corp., a Nevada corporation, XRPro Sciences, Inc., a Delaware corporation, and Caldera Discovery, Inc., a Delaware corporation, (collectively referred to as "Icagen"), and Adjacent Acquisition Co, LLC, a Delaware limited liability company (the "Agreement"), are the disclosure schedules of Icagen, Inc. (collectively, the "Disclosure Schedules"). Capitalized terms used but not defined in the Disclosure Schedules have the meanings ascribed to such terms in the Agreement. These Disclosure Schedules shall not be construed as constituting representations or warranties of any party (including any representation or warranty as to the completeness or description of any matters set forth or described in these Disclosure Schedules) except as and to the extent provided in the Agreement. Nothing in these Disclosure Schedules is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant.



ICAGEN, INC. – Trademark Matters

Docket No.	Jurisdiction	Description	Filing Date Issue Date	Application No. Trademark No.	Status
N/A	USA	ICAGEN	04/21/2016 07/18/2017	87008899 5243971	Live
N/A	USA	XRPRO	01/22/2008 07/30/2008	77377389 3507712	Live

ICAGEN, INC. – Trademark Matters

Section 3.12(f)¹

¹ Note to GM: please provide.