

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scientific Instrument Services Inc.		02/04/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Adaptas Solutions LLC		
Street Address:	9 Second Street		
City:	Palmer		
State/Country:	MASSACHUSETTS		
Postal Code:	01069		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4038733	SISALLOY	
Registration Number:	2114612	MICRO CRYO-TRAP	
Registration Number:	3313221	SIMION	
CORRESPONDENCE DATA			
Fax Number:	2155864408		
<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:	2153481442		
Email:	ccavella@ipworkslaw.com		
Correspondent Name:	Catherine A Cavella		
Address Line 1:	PO Box 818		
Address Line 4:	Doylestown, PENNSYLVANIA 18901		
NAME OF SUBMITTER:	Catherine A. Cavella, Esq.		
SIGNATURE:	/Catherine A Cavella/		
DATE SIGNED:	02/12/2021		
Total Attachments: 4			
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QUITCLAIM ASSIGNMENT AGREEMENT

This Quitclaim Assignment Agreement (the "Agreement") is made and entered into as of the 4th day of February, 2021, between Scientific Instrument Services, Inc., a New Jersey Corporation formerly doing business at 1027 Old York Road, Ringoes, NJ 08551 ("Transferor"), and Adaptas Solutions LLC, a Limited Liability Company, formerly known as Detector Technology, doing business at 9 Second Street, Palmer, MA, 01069 ("Transferee").

WHEREAS Transferor was acquired by Transferee on or about January 2019, for the purpose, inter alia, of carrying out and conducting the business of Transferor in its entirety, including the business relating to the goods and services in connection with which Transferor used the Trademarks, as Transferor's successor; AND

WHEREAS as part of Transferee's acquisition of Transferor, Transferee acquired certain tangible and intangible assets of Transferee including certain intellectual property relating to the business of Transferor; AND

WHEREAS on the date this Agreement is executed, Transferor may still own, in whole or in part, certain tangible or intangible assets relating to the business of the Transferor including but not limited to trade secrets and original works of authorship including policies and procedures, business models and plans, workflows and diagrams, setup and operations manuals, original artwork, audio and video recordings, photographs, marketing materials, website designs, website code and content, software, customer list information, vendor list information, sales leads and information, contracts and legal work product, pricing and cost information, equipment, merchandise, copyrights, patents, common law trademarks and U.S. Registered trademarks and their associated goodwill; AND

WHEREAS the parties have intended and do intend that Transferee own all assets of Transferor and Transferor own no assets other than membership interests in Transferee or other entities; and

WHEREAS a document must be recorded at the USPTO to clarify the chain of title to the Intellectual Property listed below,

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transferor hereby assigns, transfers and conveys to Transferee any and all right, title and interest in and to the following Intellectual Property:
 - a. The following U.S. Registered Trademarks (the "Trademarks"), including without limitation all common law trademark rights, together with all goodwill of the business symbolized by and associated with each Trademark:
 - i. U.S. 4,038,733 SISALLOY, Registered Oct. 11, 2011, in Class 09;
 - ii. U.S. 2,114,612, MICRO CRYO-TRAP, Registered Nov. 18, 1997, in Class 09;
 - iii. U.S. 3,313,221, SIMION, Registered Oct. 16, 2007, in Class 09;
 - b. All right, title, and interest in the below listed patents, including all patent applications, divisionals, continuations, continuations-in-part, substitute applications, reexaminations, extensions, and reissues thereof:
 - i. U.S. Patent No. 8,134,290, Emission filaments made from a rhenium alloy and method of manufacturing thereof, issued March 13, 2012;

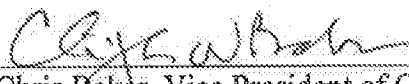
- ii. U.S. Patent No. 8,226,449, Method of manufacturing rhenium allow emission filaments, issued July 24, 2012;
 - c. Any and all copyrights, common law trademarks, trade secrets and other intellectual property Transferor may own.
 2. Transferee hereby assumes all liabilities and obligations, and acknowledges existing encumbrances if applicable, existing or arising in connection with the assignment described in Paragraph 1 (one) hereof, except as otherwise agreed in writing by the parties.
 3. Without limiting the foregoing provisions, Transferor agrees to take whatever further action is deemed necessary or appropriate by Transferee to properly and completely effect the transfer to Transferee of the Trademarks and to establish full custody and ownership of such Intellectual Property by Transferee.
 4. This Agreement shall be governed by the laws of the State of Massachusetts, without reference to its conflict of laws principles.

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IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Assignment Agreement as of this 4th day of February, 2021, and affixed their respective corporate seals hereto.

TRANSFEROR:

SCIENTIFIC INSTRUMENT SERVICES, INC

By: 
Chris Baker, Vice President of Operations

TRANSFeree:

ADAPTAS SOLUTIONS, LLC

By: 
Chris Baker, Vice President of Operations