# OP \$65.00 6255890

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM632194 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SVision LLC		03/12/2021	Limited Liability Company: WASHINGTON

### **RECEIVING PARTY DATA**

Name:	Leica Microsystems Inc.
Street Address:	1700 Leider Lane
City:	Buffalo Grove
State/Country:	ILLINOIS
Postal Code:	60089
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	6255890	
Registration Number:	6260260	AIVIA

### **CORRESPONDENCE DATA**

**Fax Number:** 6175265000

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:** 617-526-6154

Email: huelinh.tran@wilmerhale.com
Correspondent Name: Barbara A. Barakat, Esquire

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

Address Line 2: 60 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Barbara A. Barakat
SIGNATURE:	/barbara a. barakat/
DATE SIGNED:	03/16/2021

## **Total Attachments: 4**

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# TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is executed as of March 12, 2021 by SVision LLC, a Washington limited liability company ("<u>Seller</u>"), for the benefit of Leica Microsystems Inc., a Delaware corporation ("<u>Buyer</u>"). Seller and Buyer are together referred to herein as the "<u>Parties</u>".

### **RECITALS**

WHEREAS, simultaneously with the execution and delivery of this Assignment, the Parties and Shih-Jong James Lee are entering into an Asset Purchase Agreement (the "Purchase Agreement"); and

WHEREAS, this Assignment is being executed and delivered incident to the closing of the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller, by its execution of this Assignment, and Buyer, by its acceptance of this Assignment, agree as follows:

- 1. <u>Assignment.</u> Seller hereby sells, assigns, transfers and delivers to Buyer and its successors and assigns all right, title and interest in, to and under (including all worldwide rights of priority based upon and the right to transfer ownership of (including legal title, economic and beneficial ownership of)) the trademarks, trademark registrations, trademark applications and trade names (together with the goodwill of the businesses associated therewith and symbolized thereby and all common-law rights related thereto and all registrations that are or may be secured, now or hereafter in effect,) identified on <u>Schedule A</u> hereto (the "<u>Assigned Trademarks</u>"), including without limitation (i) all rights in applications anywhere in the world claiming priority thereto, all income and payments now or hereafter due or payable with respect thereto, and (ii) all causes of action in law or equity relating thereto, and all rights to sue, counterclaim and recover for past, present and future infringement and misappropriation of the rights assigned herein, in each case, the same to be held and enjoyed by Buyer, its successors and assigns.
- 2. <u>Recording Authorization</u>. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office and all foreign agencies to record this Assignment and record Buyer as the owner of the Assigned Trademarks and to issue any and all Assigned Trademark registrations to Buyer, as assignee of the entire right, title and interest in, to, and under the same.
- 3. <u>Further Assurances</u>. For no additional consideration, Seller shall provide Buyer and its successors and assigns reasonable cooperation and assistance (including the execution and delivery of any and all country specific forms of assignment, affidavits, declarations, oaths, exhibits, powers of attorney or other documentation) as are reasonably requested by Buyer to effect, record, register or maintain this Assignment and/or the rights assigned hereunder.
- 4. <u>Terms of Purchase Agreement</u>. The representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

5. <u>Governing Law.</u> This Assignment shall be governed by and construed and enforced in accordance with the 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 those of the State of Delaware).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be duly executed and delivered as of the date first above written.

**SVISION LLC** 

By: 5/1/- James Shih-Jong James Lee

Title: President and Sole Member

# SCHEDULE

US Trademark No.	Trademark title	Filing or Reg. No.	Jurisdiction	Date of Filing	Registered Owner(s)
6255890	Aivia design mark	90017375	United States	6/23/2020	SVision LLC
6260260	Aivia word mark	90015226	United States	6/23/2020	SVision LLC

TRADEMARK REEL: 007221 FRAME: 0850

**RECORDED: 03/16/2021**