

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maravai Life Sciences, Inc.		08/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vector Laboratories, Inc.		
Street Address:	30 INGOLD ROAD		
City:	BURLINGAME		
State/Country:	CALIFORNIA		
Postal Code:	94010		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87925210	VECTASHIELD VIBRANCE	
Serial Number:	87925248	VIBRANCE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	17585-47		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	08/20/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of August 12, 2021, is made by and between Maravai Life Sciences, Inc., a Delaware corporation, (the "Assignor"), on the one hand, and Vector Laboratories, Inc., a California corporation ("Assignee"), on the other hand.

WITNESSETH:

WHEREAS, the Assignor desires to sell, transfer, assign, convey, and deliver to the Assignee, and the Assignee desires to purchase, acquire, and accept from the Assignor, all of the Assignor's right, title, and interest in, to, and under all of the Assignor's registered and applied for trademarks listed on Schedule 1 hereto, together with all goodwill associated therewith (the "Trademarks");

WHEREAS, Assignee is a successor to that part of the Assignor's business to which the Trademarks pertain, and that business is ongoing and existing; and

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. The Assignor hereby sells, transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby purchases, acquires, and accepts from the Assignor, all of the Assignor's right, title, and interest in, to and under the Trademarks, including all (i) common law rights and rights of priority with respect to the same, (ii) rights to collect royalties, income and proceeds in connection therewith, (iii) rights to sue and recover for past, present, and future infringement, dilution, or other violation of such Trademarks against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Assignor), (iv) the right to claim, retain and recover damages, lost profits and any other remedy in respect of the aforesaid, (v) goodwill associated therewith, and (vi) equivalent rights that, now or hereafter, may be secured under the Laws of any jurisdiction, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1.

Section 2. Recordation. The Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record Assignee as the owner of the Trademarks.

Section 3. Governing Law. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Delaware applicable to contracts made in that State, without regard to any conflict of law principles of the State of Delaware.

Section 4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, representations or warranties between the parties regarding the subject matter hereof and thereof.

Section 5. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto, each other party hereto will re-execute original forms thereof and deliver them to all other parties. No party hereto will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a Contract and each such Party forever waives any such defense.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

Maravai Life Sciences, Inc.

By: 
Name: Kevin Herde
Title: Chief Financial Officer

ASSIGNEE:

Vector Laboratories, Inc.

By: 
Name: Kevin Herde
Title: Chief Financial Officer

Schedule 1

Trademarks

Title	Country	Serial Number	Filing Date	Reg. Number	Issue Date	Status
Vectashield Vibrance	US	87/925,210	05/17/18	6,389,669	06/15/21	Registered
Vibrance	US	87/925,248	05/17/18	6,147,993	09/08/20	Registered

[Schedule 1 to Trademark Assignment Agreement]