

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great Plains Laboratory, Inc.		12/01/2021	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	The Great Plains Laboratory LLC		
Street Address:	9221 Quivira Road		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5103853	THE GREAT PLAINS LABORATORY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2022201447		
Email:	nina.dhillon@troutman.com		
Correspondent Name:	David A. Wormser		
Address Line 1:	401 9th Street NW,		
Address Line 2:	Suite 1000		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	145165.06		
NAME OF SUBMITTER:	David A. Wormser		
SIGNATURE:	/David A. Wormser/		
DATE SIGNED:	01/13/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Intellectual Property Assignment”) is made as of December 1, 2021 (the “Effective Date”) by Great Plains Laboratory, Inc., a Kansas corporation (“Assignor”) in favor of The Great Plains Laboratory LLC, a Delaware limited liability company (“Purchaser”). This Intellectual Property Assignment sometimes refers to Assignor and Purchaser individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor, pursuant to that certain Asset Purchase Agreement dated November 5, 2021 among Assignor, Purchaser and others (the “Purchase Agreement”), sold to Purchaser, among other Acquired Assets, all Owned Intellectual Property, including any (a) patents and patent applications; (b) registered and unregistered trademarks, service marks, trade names and domain names, including any associated goodwill; (c) Copyrights; (d) trade secrets; (e) rights in Software and documentation therefor; and (f) any other intellectual property rights of any kind or nature (collectively, the “Intellectual Property”); and

WHEREAS, Assignor agreed in Section 11.12 of the Purchase Agreement to take any further action necessary to effectuate or memorialize the sale of Acquired Assets, including executing, delivering and filing such documentation as Purchaser may reasonably request.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Purchaser without the necessity of any additional consideration, all right, title, and interest of the Assignors in and to all of the Owned Intellectual Property, including the Owned Intellectual Property listed on Exhibit A attached hereto, and the goodwill associated with the use of and symbolized by the Owned Intellectual Property comprising trademarks, and further including any and all (a) rights to obtain registrations of the Owned Intellectual Property in the United States and throughout the world, and (b) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations of Owned Intellectual Property, all in Purchaser’s sole name. Without limiting the above, Assignor hereby appoints Purchaser as Assignor’s attorney-in-fact for the limited purpose of taking all necessary actions and executing any and all documents, each in Assignor’s name, including online transfer of ownership using the USPTO’s Electronic Trademark Assignment System, and GoDaddy.com’s Change Domain Ownership portal, to effectuate all such assignments, transfers and conveyances described herein.

2. This Intellectual Property Assignment may be executed in one or more counterparts, including by facsimile or email transmission, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

3. This Intellectual Property Assignment may not be amended except by an instrument in writing signed by the Assignors and Purchaser. No supplement, alteration or modification of this Intellectual Property Assignment will be binding unless executed in writing by both Assignor and Purchaser.

4. If any provision of this Intellectual Property Assignment or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Intellectual Property Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5. In this Intellectual Property Assignment, (a) any words or phrases defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural, (b) the words “includes” or “including” will be construed as followed by the words “without limitation,” and (c) references to an exhibit are to an exhibit to this Agreement unless the context otherwise requires.

6. This Intellectual Property Assignment shall be binding upon, and shall be enforceable by and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns; provided that this Agreement and the rights and obligations hereunder shall not be assignable or transferable by any Party without the prior written consent of the other Parties hereto and any assignment or transfer not in compliance with the above shall be null and void.

7. This Intellectual Property Assignment will be governed by and construed in accordance with the internal Laws of the State of Kansas applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of Law principles that would require the application of any other Law.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Assignors and Purchaser have each caused this Intellectual Property Assignment to be executed by their respective officers thereunto duly authorized on the Effective Date.

ASSIGNOR:

Great Plains Laboratory, Inc.

By: William Shaw
Name: William Shaw
Title: President

PURCHASER:

The Great Plains Laboratory, LLC

By: Matthew Bastardi
Name: Matthew Bastardi
Title: President

Exhibit A
Registered Intellectual Property

Registered Trademark:

Trademark	Serial Number	Registration Number	Registration Date
The Great Plains Laboratory	87002595	5103853	12/20/2016

Unregistered Trademark:



Domain Names

- Greatplainslaboratory.com – Registrar: Network Solutions
- Greatplainslaboratory.info – Registrar: GoDaddy
- Greatplainslaboratory.net – Registrar: GoDaddy
- Healthlinkpartners.com – Registrar: GoDaddy
- Gpl4u.com – Registrar: Network Solutions
- gplworkshops.com – Registrar: Tucows
- moldfreepets.com – Registrar: GoDaddy
- lipomasinpets.com – Registrar: GoDaddy
- mism21.com – Registrar: GoDaddy
- moldfreedog.com – Registrar: GoDaddy
- moldfreepet.com – Registrar: GoDaddy
- mycotoxinsanddogs.com – Registrar: GoDaddy
- mycotoxinsandpets.com – Registrar: GoDaddy
- paymygplbill.com – Registrar: GoDaddy
- udeltoxify.com – Registrar: GoDaddy
- udeltoxify.net – Registrar: GoDaddy
- youdetoxify.com – Registrar: GoDaddy

youdetoxify.net – Registrar: GoDaddy
gplesting.com – Registrar: GoDaddy
whatisgg.com – Registrar: GoDaddy
williamshawphd.com – Registrar: Godaddy
williamshawphdgreatplainslaboratory.com: Registrar: Godaddy
autismgenetest.com – Registrar: Godaddy
autismrisktesting.com – Registrar: Godaddy
Biologicaltreatments.net – Registrar: GoDaddy
Biologicaltreatments.com – Registrar: GoDaddy
Formulariogpl.com – Registrar: GoDaddy
Gplclinicianportal.com – Registrar: GoDaddy
Gplcovidtest.com – Registrar: GoDaddy
Gplforms.com – Registrar: GoDaddy
Gplinternational.com – Registrar: GoDaddy
Gplpatientportal.com – Registrar: Gplpatientportal.com
Gpltestinfo.com – Registrar: GoDaddy
Gplurine.com – Registrar: GoDaddy
Gplsecure.com – Registrar: GoDaddy
Organicacidtesting.com – Registrar: Godaddy
Organicacidworkshop.com – Registrar: GoDaddy
Immh.org – Registrar: GoDaddy
Immh.net – Registrar: GoDaddy
Immh.info – Registrar: GoDaddy
Immh2019.com – Registrar: GoDaddy
Immh2020.com – Registrar: Tucows
Immh2021.com – Registrar: GoDaddy
Immh2022.com – Registrar: GoDaddy
Immh2023.com – Registrar: GoDaddy
Immh2024.com – Registrar: GoDaddy
Immh2025.com – Registrar: GoDaddy
Immhconference.com – Registrar: GoDaddy
Integrativemedicineformentalhealth.info – Registrar: GoDaddy
Integrativemedicineformentalhealth.net – Registrar: GoDaddy

Integrativemedicineformentalhealth.com – Registrar: Tucows
Integrativemedicineformentalhealth.org – Registrar: GoDaddy
Linca.org – Registrar: GoDaddy
Lincausa.org – Registrar: GoDaddy

Rights in Software:

Laboratory Information Management System (LIMS aka Lab Software Suite)

TRADEMARK

REEL: 007559 FRAME: 0486

RECORDED: 01/13/2022