

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM727396

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Astrea Bioseparations Ltd.		11/01/2020	Company: ISLE OF MAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Astrea UK Services Limited		
<b>Street Address:</b>	Barton Road		
<b>Internal Address:</b>	Unit 1 Horizon Park		
<b>City:</b>	Comberton, Cambridgeshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	CB23 7AJ		
<b>Entity Type:</b>	Corporation: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2595609	MABSORBENT	
<b>Registration Number:</b>	2053667	MIMETIC BLUE	
<b>Registration Number:</b>	2352392	PURABEAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3017624056		
<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>			
<b>Phone:</b>	301-424-3640		
<b>Email:</b>	efile@esfip.com, lweiss@esfip.com		
<b>Correspondent Name:</b>	Leesa N. Weiss; Edell, Shapiro & Finnan		
<b>Address Line 1:</b>	9801 Washingtonian Boulevard		
<b>Address Line 2:</b>	Suite 750		
<b>Address Line 4:</b>	Gaithersburg, MARYLAND 20878		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Leesa Weiss; Edell, Shapiro & Finnan LLC		
<b>Address Line 1:</b>	9801 Washingtonian Boulevard		
<b>Address Line 2:</b>	Suite 750		
<b>Address Line 4:</b>	Gaithersburg, MARYLAND 20878		

OP \$90.00 2595609

<b>NAME OF SUBMITTER:</b>	Leesa N. Weiss
<b>SIGNATURE:</b>	/Leesa N. Weiss/
<b>DATE SIGNED:</b>	05/12/2022
<b>Total Attachments: 12</b> source=1635.0006T Deed of Assignment of Intellectual Property 011120#page1.tif source=1635.0006T Deed of Assignment of Intellectual Property 011120#page2.tif source=1635.0006T Deed of Assignment of Intellectual Property 011120#page3.tif source=1635.0006T Deed of Assignment of Intellectual Property 011120#page4.tif source=1635.0006T Deed of Assignment of Intellectual Property 011120#page5.tif source=1635.0006T Deed of Assignment of Intellectual Property 011120#page6.tif source=1635.0006T Deed of Assignment of Intellectual Property 011120#page7.tif source=1635.0006T Deed of Assignment of Intellectual Property 011120#page8.tif source=1635.0006T Deed of Assignment of Intellectual Property 011120#page9.tif source=1635.0006T Deed of Assignment of Intellectual Property 011120#page10.tif source=1635.0006T Deed of Assignment of Intellectual Property 011120#page11.tif source=1635.0006T Deed of Assignment of Intellectual Property 011120#page12.tif	

**CAINS**

DATED *1st November* 2020

**ASTREA BIOSEPARATIONS LTD**

and

**ASTREA UK SERVICES LIMITED**

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**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY**

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**TRADEMARK  
REEL: 007719 FRAME: 0209**

THIS DEED IS DATED

1st November

2020

## PARTIES

- (1) **ASTREA BIOSEPARATIONS LTD**, a company incorporated under the laws of the Isle of Man with company number 018016V and having its registered office address at Fort Anne, Douglas, Isle of Man, IM1 5PD (the "Seller"); and
- (2) **ASTREA UK SERVICES LIMITED** incorporated and registered in England and Wales with company number 12559260 whose registered office is at Unit 1 Horizon Park, Barton Road, Comberton, Cambridgeshire, CB23 7AJ (the "Buyer").

## BACKGROUND

- (A) By the Main Agreement, the Seller has agreed to assign the Intellectual Property to the Buyer on the terms set out in this agreement.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions:

**Business:** has the meaning given to it in the Main Agreement.

**Business Day:** means a day other than a Saturday or Sunday on which banks are normally open for business in each of the Isle of Man and England.

**Intellectual Property Rights:** means patents, trademarks, service marks, trade names, domain names, rights in designs, semiconductor topography rights, database rights of unfair extraction and reutilisation, copyrights (including rights in computer software), rights in know-how and other intellectual or industrial property rights (whether registered or unregistered and including applications for the registration of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

**Main Agreement:** an asset purchase agreement dated on or about the date hereof and made between the Seller and the Buyer.

**Intellectual Property:** has the same meaning as given to it in the Main Agreement and shall include those Intellectual Property Rights set out in Schedule 1.

**Patents:** the patents short particulars of which are set out in Part 1 of Schedule 1.

**Trade Marks:** the registered trademarks and the unregistered trademarks and trade names short particulars of which are set out in Part 2 of Schedule 1.

**Transaction:** the transaction contemplated under the Main Agreement.

**VAT:** value added tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses of and Schedules to this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes email.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Assignment**

Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Seller expressly acknowledges), the Seller hereby assigns to the Buyer absolutely with full title guarantee all its right, title and interest in and to the Intellectual Property, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;
- (b) all goodwill attaching to the Trade Marks and to that part of the Business that relates to the goods or services for which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Intellectual Property whether occurring before, on, or after the date of this agreement.

### **3. VAT**

All payments made by the Buyer in respect of the Intellectual Property are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Seller, the Buyer shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Seller shall have delivered a valid VAT invoice in respect of such VAT to the Buyer.

### **4. Further assurance**

4.1 At the Buyer's expense the Seller shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:

- (a) registration of the Buyer as applicant or (as applicable) proprietor of the Intellectual Property; and
- (b) assisting the Buyer in obtaining, defending and enforcing the Intellectual Property, and assisting with any other proceedings which may be brought by or against the Buyer against or by any third party relating to the Intellectual Property.

4.2 The Seller appoints the Buyer to be its attorney in its name and on its behalf to execute documents, use the Seller's name and do all things which are necessary or desirable for the Buyer to obtain for itself or its nominee the full benefit of this agreement.

4.3 This power of attorney is irrevocable and is given by way of security to secure the performance of the Seller's obligations under this agreement and the proprietary interest of the Buyer in the Intellectual Property and so long as such obligations of the Seller remain undischarged, or the Buyer has such interest, the power may not be revoked by the Seller, save with the consent of the Buyer.

4.4 Without prejudice to clause 4.2, the Buyer may, in any way it thinks fit and, in the name, and on behalf of the Seller:

- (a) take any action that this agreement requires the Seller to take;
- (b) exercise any rights which this agreement gives to the Seller; and
- (c) appoint one or more persons to act as substitute attorney(s) for the Seller and to exercise such of the powers conferred by this power of attorney as the Buyer thinks fit and revoke such appointment.

4.5 The Seller undertakes to ratify and confirm everything that the Buyer and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

### **5. Liability and related agreements**

5.1 The parties agree and acknowledge that:

- (a) this agreement is ancillary to the Main Agreement, and forms part of the wider Transaction; and

(b) should a dispute arise in relation to the Transaction, each party should not sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other party any action, suit or other proceeding under this agreement in this jurisdiction or any other until it has first exhausted its legal rights and dispute resolution process under the Main Agreement.

5.2 Subject to clause 5.1(b), in proceedings for breach of this agreement either party may rely on any limit of liability or other term of the Main Agreement.

**6. Variation and waiver**

6.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

6.2 A waiver of any right or remedy under this agreement or by law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.

6.3 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

6.4 No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**7. Entire agreement**

7.1 This agreement (together with the documents referred to in it (including the Main Agreement) constitutes the entire agreement between the parties in relation to the Transaction and supersedes any previous agreement between the parties in respect of the same.

**8. Severance**

8.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

8.2 If any provision or part-provision of this agreement is deemed deleted under clause 8.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**9. Counterparts**

9.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) and shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted,

without prejudice to the validity of this agreement, each party shall provide the others with the original of such counterpart as soon as reasonably possible.

#### 10. Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this agreement.

#### 11. Notices

11.1 For the purposes of this clause 11, but subject to clause 11.7, notice includes any other communication.

11.2 A notice given to a party under or in connection with this agreement:

- (a) shall be in writing and in English;
- (b) shall be signed by or on behalf of the party giving it;
- (c) shall be sent to the party for the attention of the contact and at the address listed in clause 11.3, or such other address as that party may notify in accordance with clause 11.4;
- (d) shall be:
  - (i) delivered by hand;
  - (ii) sent by pre-paid first-class post or other next working day delivery service;
  - (iii) sent by prepaid airmail; or
  - (iv) sent by email; and
- (e) unless proven otherwise is deemed received as set out in clause 11.5 if prepared and sent in accordance with this clause.

11.3 The addresses for services of notices are:

(a) Seller

- (i) Address: Astrea Bioseparations Ltd  
Freeport  
Ballasalla  
Isle of Man  
IM9 2AP
- (ii) For the attention of: Head of Legal
- (iii) Email address: [legal@astrea-bio.com](mailto:legal@astrea-bio.com)

(b) Buyer

- (i) Address: Astrea UK Limited  
Unit 1 Horizon Park  
Barton Road



Comberton  
Cambridgeshire, CB23 7AJ

- (ii) For the attention of: Head of Legal
- (iii) Email address: [legal@astrea-bio.com](mailto:legal@astrea-bio.com)

11.4 A party may change its details given in clause 11.3 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

- (a) the date (if any) specified in the notice as the effective date for the change; or
- (b) the date five Business Days after deemed receipt of the notice.

11.5 This clause 11.5 sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this clause have been satisfied and subject to the provisions in clause 11.6):

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery services at 9.00am on the second Business Day after posting;
- (c) if sent by pre-paid airmail, at 9.00am on the fifth Business Day after posting or at the time recorded by the delivery service; or
- (d) if sent by email at the time of transmission.

11.6 If deemed receipt under clause 11.5 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 11.6 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

11.7 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **12. Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Isle of Man.

## **13. Jurisdiction**

Each party irrevocably agrees that the courts of the Isle of Man shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTION PAGE

**EXECUTED** as a **DEED** by  
**ASTREA BIOSEPARATIONS**  
**LIMITED**, acting by a director



Director

**EXECUTED** as a **DEED** by  
**ASTREA UK SERVICES LIMITED**  
acting by a director in the presence  
of:



Director



Signature of witness

Name: WARREN SMITH

Address: 40 BUTCHER DRIVE, GODMANCHESTER PE29 2NL

Occupation: SOLICITOR