## 900741938 01/04/2023

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM778171

Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900729582

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HARVEST TECHNOLOGIES CORP.		10/11/2022	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name: HARVEST BIOLOGICS LLC	
Street Address: 2560 GENERAL ARMISTEAD AVENUE	
City:	AUDUBON
State/Country:	PENNSYLVANIA
Postal Code:	19403
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77439121	ВМАС

### **CORRESPONDENCE DATA**

**Fax Number:** 6109302042

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:** 6109301800

**Email:** skyttle@globusmedical.com **Correspondent Name:** GLOBUS MEDICAL, INC.

Address Line 1: 2560 GENERAL ARMISTEAD AVENUE Address Line 4: AUDUBON, PENNSYLVANIA 19403

ATTORNEY DOCKET NUMBER:	0218.792.TM01
NAME OF SUBMITTER:	Susan Kyttle
SIGNATURE:	/Susan Kyttle/
DATE SIGNED:	01/04/2023

#### **Total Attachments: 7**

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TRADEMARK 900741938 REEL: 007897 FRAME: 0290 source=HarvesttechtoHarvestBio\_TMAssign\_1#page4.tif source=HarvesttechtoHarvestBio\_TMAssign\_1#page5.tif source=HarvesttechtoHarvestBio\_TMAssign\_1#page6.tif source=CoverSheet#page1.tif

#### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), dated as of October 11, 2022, is made by Harvest Technologies Corp., a Delaware corporation ("<u>Assignor</u>"), in favor of Harvest Biologics LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor owns certain trademarks, and registrations for such trademarks, as listed in Exhibit A attached hereto and incorporated herein by this reference (the "Marks"); and

WHEREAS, Assignee desires to accept and acquire all of the right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks, pursuant to the terms and conditions of that certain Contribution Agreement, dated as of September 14, 2022, by and between Assignee, Assignor and Terumo BCT, Inc. (the "Contribution Agreement").

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Marks and all issuances, extensions and renewals of the Marks, together with the goodwill of the business symbolized by the Marks and the portion of the business of the Assignor to which the Marks pertain, including: (i) all rights of Assignor arising under any of the foregoing under the law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (ii) all claims, causes of action and rights to sue and recover for any past, present or future infringement, dilution or unauthorized use of any of the foregoing; and (iii) all income, royalties, damages, fees, payments or proceeds accrued, due or payable as of the date hereof or hereafter with respect to any of the foregoing.

Assignor hereby authorizes the United States Patent and Trademark Office, and any foreign trademark office, to record and register this Assignment upon Assignee's request. Assignor hereby grants to Assignee and to the attorneys of record (now and in the future) for the Marks the power to insert on this Assignment any further identification information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and any foreign trademark office, for recordation of this document. Assignor agrees, at the request of Assignee, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be required, necessary, proper or advisable to more effectively secure to, and vest in, Assignee and its successors and assigns the entire right, title and interest in and to the Marks and otherwise to effectuate fully the purposes, terms and conditions of this Assignment.

This Assignment is binding upon and inures to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the United States and the State of Delaware. In the event of a conflict between the Contribution Agreement and this Assignment, the Contribution Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by an authorized officer as of the date first written above.

ASSIG	GNOR:	
HARVE By:	VEST TECHNOLOGIES CORP.	
Name:	: Rusty Spinney	
Title:	President	
ACKNO	NOWLEDGED AND AGREED:	
HARVE	VEST BIOLOGICS LLC	
Ву:		
Name:	:	
Title:		

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by an authorized officer as of the date first written above.

ASSIGNOR:
HARVEST TECHNOLOGIES CORP.
Ву:
Name:
Title:
ACKNOWLEDGED AND AGREED:
HARVEST BIODOGICS LLC
By: //////////
Name: John Tanner
Title: President

## **EXHIBIT A**

# **MARKS**

See attached.

Docket	Jurisdiction	MarkName	Status	Current	Current	Current	Current
Number				Application Number	Application Date	Registration Number	Registration Date
TH0009	US - (United	ADIPREP -	Registered -	85/582200	3/28/2012	4530121	5/13/2014
1110003	States)	Word	(G)	03/302200	5/20/2012	4330121	3/13/2014
TH0009	JP - (Japan)	ADIPREP -	Registered -	2019-015998	1/24/2019	6168663	8/2/2019
	` ' '	Word	(G)				
TH0005	JP - (Japan)	APC+ - Word	Registered - (G)	2002-037083	5/8/2002	4660076	4/4/2003
TH0001	US - (United States)	BMAC - Word	Registered - (G)	77/439121	4/3/2008	3549420	12/23/2008
TH0001	CA - (Canada)	BMAC - Word	Registered - (G)	1413279	10/3/2008	TMA775315	8/24/2010
TH0001	EM - (Community Trademark)	BMAC - Word	Registered - (G)	007285745	10/2/2008	007285745	9/9/2009
TH0001	JP - (Japan)	BMAC - Word	Registered - (G)	2019-015989	1/24/2019		
TH0001	GB - (Great Britain)	BMAC - Word	Registered - (G)	007285745	10/2/2008	UK009007285 745	9/9/2009
TH0015	US - (United States)	BMAC2 - Word		87/901103	4/30/2018	5627673	12/11/2018
TH0010	KR - (South Korea)	BMAC2 BONE MARROW ASPIRATE CONCENTRA TE - Stylized Word and Design	Registered - (G)	40-2009- 0049810	10/12/2009	40-0873982	7/25/2011
TH0003	US - (United States)	HARVEST - Stylized Word and Design	Registered - (G)	85/273482	3/22/2011	4690516	2/24/2015
TH0003	KR - (South Korea)	HARVEST - Stylized Word and Design	Registered - (G)	40-2009- 0047830	9/29/2009	40-0874043	7/25/2011
TH0002	US - (United States)	HARVEST - Word	Registered - (G)	85/273423	3/22/2011	4690515	2/24/2015
TH0008	US - (United States)	MARROWPRE P - Word		77/851661	10/19/2009	3982174	6/21/2011
TH0008	CA - (Canada)	MARROWPRE P - Word		1477278	4/16/2010	TMA843360	2/14/2013
TH0008	JP - (Japan)	MARROWPRE P - Word	Registered - (G)	2010-031089	4/19/2010	5423847	7/8/2011
TH0008	KR - (South Korea)	MARROWPRE P - Word		40-2010- 0020637	4/19/2010	40-0902049	2/3/2012
TH0008	BR - (Brazil)	MARROWPRE P - Word		830624740	4/19/2010	830624740	3/5/2013
TH0008	PE - (Peru)	MARROWPRE P - Word		418612		00169329	10/21/2010
TH0008	VE - (Venezuela)	MARROWPRE P - Word		2010-005390		P331528	11/9/2013
TH0007	US - (United States)	SmartJet - Word	Registered - (G)	77/386263	2/1/2008	3511415	10/7/2008
TH0007	BX - (Benelux)	SmartJet - Word	Registered - (G)	1164352	7/31/2008	0887680	9/20/2010
TH0007	CA - (Canada)	SmartJet - Word	Registered - (G)	1405752	7/31/2008	TMA841242	1/25/2013
TH0007	IL - (Israel)	SmartJet - Word	Registered - (G)	213739	7/31/2008	213739	3/12/2009

TH0007	IB -	SmartJet -	Registered -	978301	7/31/2008	978301	7/31/2008
	(International)	Word	(G)				
TH0007	EM -	SmartJet -	Registered -	978301	7/31/2008	978301	7/31/2008
	(Community	Word	(G)				
	Trademark)						
TH0007	GB - (Great	SmartJet -	Registered -	978301	7/31/2008	978301	7/31/2008
	Britain)	Word	(G)				
TH0007	TR - (Turkey)	SmartJet -	Registered -	978301	7/31/2008	978301	7/31/2008
		Word	(G)				
TH0007	AR -	SmartJet -	Registered -	2843982		3123905	8/5/2019
	(Argentina)	Word	(G)				
TH0007	BR - (Brazil)	SMARTJET -	Registered -	829873236	8/1/2008	829873236	11/25/2014
		Word	(G)				
TH0007	JP - (Japan)	SmartJet -	Registered -	2019-015991	1/24/2019	6168662	8/2/2019
		Word	(G)				
TH0007	GB - (Great	SmartJet -	Registered -	978301	8/31/2011	UK008109783	7/31/2008
	Britain)	Word	(G)			01	
TH0004	US - (United	SMARTPREP -	Registered -	75/933918	3/3/2000	2584372	6/25/2002
	States)	Word	(G)				
TH0004	CA - (Canada)	SMARTPREP -	Registered -	1140244	5/9/2002	TMA608767	4/28/2004
		Word	(G)				
TH0004	EM -	SMARTPREP -	Registered -	002736528	6/14/2002	002736528	9/17/2003
	(Community	Word	(G)				
	Trademark)						
TH0004	JP - (Japan)	SMARTPREP -	Registered -	2003-033558	4/24/2003	4719573	10/17/2003
	, , , ,	Word	(G)				
TH0004	CN - (China	SMARTPREP -	Registered -	53558321	2/4/2021	53558321	9/7/2021
	P.R.) `	Word	(G)				
TH0004	GB - (Great	SMARTPREP -	Registered -	002736528	6/14/2002	UK009002736	9/17/2003
	Britain)	Word	(G)			528	
TH0011	KR - (South	SmartPReP2 -	Registered -	40-2009-	9/29/2009	40-0873986	7/25/2011
	Korea)	Stylized Word	(G)	0047833			

**RECORDED: 11/02/2022**