

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Isolere Bio, Inc.		05/04/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Donaldson Company, Inc.		
Street Address:	1400 West 94th Street		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55431		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6921224	ISOTAG	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	612.332.5300		
Email:	cking@merchantgould.com		
Correspondent Name:	Scott W. Johnston		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	00758.0084US01		
NAME OF SUBMITTER:	Scott W. Johnston		
SIGNATURE:	/SWJ/		
DATE SIGNED:	05/31/2023		
Total Attachments: 2			
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OP \$40.00 6921224

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT, (hereinafter, the "Trademark Assignment Agreement") is dated the 4th day of May, 2023 (the "Assignment Effective Date"), and is by and between (a) Isolere Bio, Inc., a Delaware corporation, having an address at 4021 Stirrup Creek Drive, Suite 210, Durham, North Carolina 27703 (formerly located at 701 W. Main Street, Suite 410, Durham, NC 27701) ("Assignor"), and (b) Donaldson Company, Inc. a Delaware corporation, having an address at 1400 West 94th Street, Bloomington, MN 55431 ("Assignee")(each, a "Party," and collectively, the "Parties").

WHEREAS, Assignor owns all right title and interest to the trademark ISOTAG including **U.S. Registration No. 6921224** for the ISOTAG mark for goods in Classes 1 and 5 (the "ISOTAG Mark"), and desires to irrevocably sell, assign, transfer and convey all of such rights world-wide to Assignee;

NOW, THEREFORE, for and in consideration of the foregoing recitals which are included as part of this Trademark Assignment Agreement and of the mutual covenants, promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant, promise and agree as follows:

1. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants that it owns all right, title and interest in and to the ISOTAG Mark free and clear from any ownership claims from third parties; that it has not sold, licensed or transferred any rights or interest in the ISOTAG Mark to a third party, and that it is not under any obligation to perform any of the foregoing; that it has the authority to enter into this Trademark Assignment Agreement; and that there are no permissions that are required to be obtained in order for the assignment contemplated in this Trademark Assignment Agreement to be complete and fully vest in Assignee.

2. TRADEMARK ASSIGNMENT

Effective as of the Assignment Effective Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in the ISOTAG Mark, together with the goodwill of the business symbolized thereby and the right to sue, oppose others, file cancellation actions, and collect for past damages for trademark infringement and trademark-related unfair competition (collectively, "Assigned Mark Rights"). The Assigned Mark Rights shall also include any and all common law rights and any trademark applications or registrations filed anywhere in the world by Assignor for the ISOTAG Mark or any mark or name containing the term ISOTAG.

3. FURTHER ASSURANCES

Each Party shall cooperate with the other Party in completing and recording the assignment of the ISOTAG Mark.

4. AUTHORITY TO BIND PARTIES

The persons signing below represent and warrant that they have the authority to execute this document on behalf of the respective principals, entities, corporations, partnerships, or for themselves individually. Further, each Party has full legal power and authority to enter into and perform this Trademark Assignment Agreement in accordance with its terms.

5. COUNTERPARTS

This Trademark Assignment Agreement may be executed in multiple counterparts, and by PDF or electronic signature copies, each of which shall be deemed an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be executed as of the Assignment Effective Date.

Isolere Bio, Inc.

Assignor

By:

Printed Name: Kelli M. Luginbuhl

Title: General Manager

Date: May 15th, 2023

Donaldson Company, Inc.

Assignee

By:

Printed Name: Amy C. Becker

Title: CLO and Corporate Secretary

Date: May 4, 2023