

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1218888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenline, LLC		02/01/2024	Limited Liability Company:
RECEIVING PARTY DATA			
Company Name:	IDEXX Laboratories, Inc.		
Street Address:	One IDEXX Drive		
City:	Westbrook		
State/Country:	MAINE		
Postal Code:	04092		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5383268	GREENLINE	
Registration Number:	5248672	GREENLINE	
Registration Number:	5207707		
CORRESPONDENCE DATA			
Fax Number:	6175428906		
<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:	617-542-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Cynthia Johnson Walden		
Address Line 1:	P.O. BOX 1022		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	00088-0803001		
NAME OF SUBMITTER:	JANE POLSON		
SIGNATURE:	JANE POLSON		
DATE SIGNED:	05/16/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Trademark Assignment*”), dated and effective as February 1, 2024 (“*Effective Date*”), is by and among Greenline, LLC, a Tennessee limited liability company (“*Assignor*”), and IDEXX Laboratories, Inc., a Delaware corporation (the “*Assignee*”).

WHEREAS, Assignor and Assignee have concurrently herewith consummated the purchase by Assignee of the Purchased Assets pursuant to the terms and conditions of the Asset Purchase Agreement, of even date herewith, between Assignee, Assignor, and certain other parties thereto (the “*Asset Purchase Agreement*”), pursuant to which Assignor has agreed to sell, transfer and convey, and Assignee has agreed to purchase and accept, certain of Assignors’ assets; and

WHEREAS, pursuant to and in accordance with the Asset Purchase Agreement, Assignors hereby desire to assign and transfer to Assignee, and Assignee hereby desires to acquire, all of Assignors’ right, title and interest in and to the Trademarks, as defined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Assignment.** Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of such Assignor’s right, title and interest in and to the following:
 - (a) the trademark and/or service mark registrations with the United States Patent and Trademark Office set forth on Exhibit A to this Trademark Assignment and all extensions and renewals thereof (the “*Trademarks*”), together with the goodwill of the Business related to the Trademarks;
 - (b) any rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions or otherwise throughout the world;
 - (c) any royalties, fees, income, payments and other proceeds for any period beginning on or after the Effective Date with respect to any of the foregoing; and
 - (d) any claims or causes of action that accrue on or after the Effective Date with respect to any of the foregoing.
2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the Effective Date, such Assignor shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee.
3. **Future Use of the Assigned Trademarks.** As of the Effective Date, each Assignor agrees to make no further use of the Trademarks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the Assignee in writing, and each Assignor agrees to not challenge Assignee’s use or ownership, or the validity, of the Trademarks.

4. **Counterparts**. This Trademark Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile, or scanned and emailed, copies of signature pages shall have the same legal effect as signed originals. This Trademark Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment.

ASSIGNOR:

Greenline, LLC

By: 

Name: Phillip G. Shackelford

Title: President

ASSIGNEE:

IDEXX Laboratories, Inc.

By: _____

Name: Michael Schreck

Title: General Manager, Veterinary
Software and Services and Corporate
Accounts

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment.

ASSIGNOR:

Greenline, LLC

By: _____

Name: Phillip G. Shackelford

Title: President

ASSIGNEE:

IDEXX Laboratories, Inc.


By:  _____
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Name: Michael Schreck

Title: General Manager, Veterinary
Software and Services and Corporate
Accounts

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Mark	Serial Number	Registration Number	Registration Date
GREENLINE	87021453	5248672	July 25, 2017
green	87021513	5383268	January 23, 2018
	87021568	5207707	May 23, 2017