### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Strategic Diagnostics Inc.		10/16/2012	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Romer LABS Technology, Inc.	
Street Address:	130 Sandy Drive	
City:	Newark	
State/Country:	DELAWARE	
Postal Code:	19713	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4024986	RAPIDCHEK CONFIRM
Registration Number:	2896245	FEEDCHEK
Registration Number:	2493058	GMO
Registration Number:	2017074	RAPIDCHEK
Registration Number:	1550643	RAPIDCHEK
Registration Number:	3261393	RAPID
Registration Number:	3617678	RAPIDCHEK SELECT
Registration Number:	3769450	RAPID SELECT
Registration Number:	2595660	SEED
Registration Number:	2407235	TRAIT

### **CORRESPONDENCE DATA**

3146121301 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

REEL: 004882 FRAME: 0849

**TRADEMARK** 

Phone: Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4:	Gregory R. Bee Lewis, Rice & F 600 Washingto	314-444-7600 pdept@lewisrice.com Gregory R. Beekman Lewis, Rice & Fingersh, L.C. 600 Washington Avenue, Suite 2500 St. Louis, MISSOURI 63101	
NAME OF SUBMITTER:		Gregory R. Beekman	
Signature:		/grb/	
Date:		10/17/2012	
Total Attachments: 8 source=IPAssign#page1.tif source=IPAssign#page2.tif source=IPAssign#page3.tif source=IPAssign#page4.tif source=IPAssign#page5.tif source=IPAssign#page6.tif source=IPAssign#page7.tif source=IPAssign#page8.tif			

### UNITED STATES MASTER INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This UNITED STATES MASTER INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made and entered into as of October 16, 2012 (this "Agreement"), by and between Strategic Diagnostics Inc., a Delaware corporation, having offices at 111 Pencader Drive, Newark, DE 19702 ("Assignor") and Romer LABS Technology, Inc., a Delaware corporation, having a place of business at 130 Sandy Drive, Newark, DE 19713 ("Assignee"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

#### WITNESSETH

**WHEREAS**, Assignor is the owner of the trademark applications and registrations (collectively, the "<u>Marks</u>") and patents (the "<u>Patents</u>") listed on <u>Schedule A</u> attached hereto (collectively, the "<u>Purchased Marks and Patents</u>");

**WHEREAS**, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as September 28, 2012 (the "<u>Purchase Agreement</u>");

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to assign, and Assignee has agreed to acquire, the Purchased Marks and Patents and the goodwill associated therewith; and

**WHEREAS**, Assignor and Assignee wish to evidence the assignment of the Purchased Marks and Patents in the relevant trademark office.

**NOW, THEREFORE**, the undersigned, intending to be legally bound hereby, in consideration of the payment of the sums set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein, and in the Purchase Agreement, hereby agree as follows:

- 1. Assignor hereby assigns to Assignee all right, title and interest as it holds in and to the Purchased Marks and Patents and all causes of action for past or future infringement thereof, and all rights to claim priority based thereon, and any goodwill associated therewith, and Assignee accepts such assignment.
- 2. Assignee has the right to record and file this assignment in each of the relevant trademark offices, at Assignee's sole cost and expense. This assignment is expressly made subject to the terms and provisions of the Purchase Agreement. In the event of a conflict or inconsistency between the provisions of this assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail.
- 3. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person or entity other than Assignor and Assignee and their successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of Assignor and Assignee and their successors and assigns.
- 4. This Agreement is being executed pursuant to the Purchase Agreement and is subject to all of the terms and conditions of the Purchase Agreement. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of

them by the terms of the Purchase Agreement, including, without limitation, the representations and warranties and other provisions that the Purchase Agreement provides shall survive the Closing Date.

- 5. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Assignor or Assignee, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Assignee shall also apply to any such assignee unless the context otherwise requires.
- 6. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed therein without giving effect to the choice of law principles of the State of Delaware that would require or permit the application of the Laws of another jurisdiction. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located in Wilmington, Delaware over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.
- 7. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement (including those delivered via facsimile) and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Page Follows]

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STRATEGIC DIAGNOSTICS INC.		
By: Name: Prancis M. DiNuzzo Title: President and Chief Executive Of	fficer	
		Witness
		By: <u>Haven Wilkinson</u> Name: Karen wilkinson Address: 60-Alobey Lane Newark, De. 19711
STATE OF	)	· ·
	) ss.:	
COUNTY OF	)	
	ACKNO	OWLEDGMENT
On this <u>lo</u> day of <u>oct.</u> , before m	e came	Francis 11 DiNazzo, who stated that he/she is the
CEO of Shutogiz Dragn	oshes I	and acknowledged that he/she executed the above
instrument as the act and deed of	giz diasi	wolks Inc with full authority to do so.
	•	At Cirl
LUCRETIA N CHADWICK NOTARY PUBLIC STATE OF DELAWARE MY COMMISSION EXPIRES ON November 13, 2013		Notary Public

IN WITNESS WHEREOF, Assignor has signed this assignment as of the date first written above.

ROMER FARS/FEIDFOLOGS, INC.

Name (Hannes Buide)

Tale, President

Witness

 $\Re \psi$ 

Name:

address. Herceing herry 14870 labbushowells in 1446hion as 40,2214

Name: Michael Prinster

litte: VicePresident

Witness

By:

Name

Address:

4161220030, 180035 A-3830 Undough 8336 V

Augma.

[Signature Page to Intellectual Property Assignment Agreement]

# **SCHEDULE A**

# Purchased Marks and Patents

# Marks:

Country	Mark	App. No.	Reg. No.	Satus
		File Date	Reg. Date	
Argentina		2272516	1881393	Registered
	GMQ/	3/8/2000	8/12/2002	
	GIVICY			
Argentina		3101845	1836759	Pegistered
	Turnett F	3/8/2000	7/11/2001	
	Trait/			
Australia		851989	851989	Registered
	Seed/	9/28/2000	9/28/2000	
	Seed			
Australia	_	808159	808159	Registered
	T-1 - 24	9/23/1999	9/23/1999	
	Trait/			
Canada	FEEDCHEK .	1174765	TMA690660	Registered
		4/15/2003	6/22/2007	
Canada		1076944	TMA631869	Registered
	Seed/	9/29/2000	2/2/2005	
Canada		1139930	TMA613970	Registered
	Ranid/	5/6/2002	6/30/2004	
	Rapid/			
Canada	Rapid/* Select	1335534	TMA824791	Registered
	1 mint con	2/8/2007	5/25/2012	
Canada	TEST AND BE SURE	1117146	TMA614133	Registered
		10/1/2001	7/6/2004	
Canada		1030024	TMA544890	Registered
	T	9/24/1999	5/11/2001	
	Trait/			
European		970335	970335	Registered
Community	GMQ/	10/27/1998	1/19/2000	
European	Rapid/*Select	005673702	005673702	Registered
Community	a restricted a secretary	2/8/2007	2/6/2008	

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Country	Mark	App. No.	Reg. No.	<b>Satus</b>
		File Date	Reg. Date	
European Community	Sood	1882323 10/2/2000	1882323 1/16/2002	Pegist ered
	Seed/	I	19, 2952	
European		1322478	1322478	Registered
Community	Trait/	9/24/1999	10/24/2000	
Japan	FEEDCHEK	200331525	4773218	Registered
		4/17/2003	5/21/2004	
Japan	0110 4	100795/1999  11/4/1999	4461818  3/23/2001	Registered
	GMQ/	11/4/1999	3/ 23/ 2001	
Japan		100796/1999	4461819	Registered
	Myce/	11/4/1999	3/23/2001	
	yoq	I		
Japan	Rapid/*Select	200710361	5088527	Registered
		2/8/2007	11/2/2007	
Japan		86686/1999	4461814	Registered
	Trait/	9/24/1999	3/23/2001	
Korea,	' '	20013412	531402	Registered
Republic of	GMQ/	1/31/2001	10/1/2002	
Korea,		20009385	495968	Registered
Republic of	Trait/	3/3/2000	6/20/2001	
Mexico	Trany	418612	658002	
IVIEXICO	GMQ/	3/30/2000	5/31/2000	i egistered
Mexico	Good	451964 10/9/2000	721353 10/31/2001	Registered
	Seed/	I	10,01,2001	
Mexico		418613	658003	Registered
	Trait/	3/30/2000	3/31/2000	
	Hally			

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Country	Mark	App. No.	Peg. No.	Satus
		File Date	Reg. Date	
New Zealand		316817	316817	Registered
	Trait/	3/26/1999	3/23/2000	
	Haly			
Thailand		415795	TM139513	Registered
	Tuoit	3/30/2000	7/3/2001	
	Trait/			
US	RAPIDOHEK CONFIRM	85/096726	4024986	Registered
		7/30/2010	9/13/2011	
US	FEEDCHEK	76/503342	2896245	Registered
		4/3/2003	10/19/2004	
US		75/574952	2493058	Registered
	GMQ/	10/22/1998	9/25/2001	
	Sivi Cy			
US	RAPIDOHEK	74/679243	2017074	Registered
		5/23/1995	11/19/1996	
US	RAPIDOHEK	73/743749	1550643	Registered
		8/2/1998	8/8/1989	
US		76/404180	3261393	Registered
	Rapid/	5/6/2002	7/10/2007	
	1 rates of			
US	RAPIDOHEK SELECT	78/947012	3617678	Registered
		8/8/2006	5/5/2009	
US	Rapid/*Select	78/947010	3769450	Registered
	comments markets	8/8/2006	3/30/2010	
US		76/139566	2595660	Registered
	Seed/	10/3/2000	7/16/2002	
	CCCA			
US	_	75/669000	2407235	Registered
	Tuois	3/26/1999	11/21/2000	
	Trait/			
	·	I.	1	i .

# **Patents:**

# **Bacteriophage Patent**

Country	Application/Patent No.	Status
U.S.	7,521,201	Issued
Brazil***	PI0517957.2	Awaiting Examination
Australia	2005302390	Abandoned. Divisional
		application filed
Australia*, **, ***	2012200391	Request for Examination due
		8/10/2012

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Canada*, ***	2,586,299	Response filed 7/11/2012
Europe*, ***	05824860.0	Response to Article 94(3) communication filed 8/23/2011.
U.S., ***	12/034,765	NOA was received. RCE filed 4/9/2012 in order to cite a reference cited in the corresponding Canadian application.

<sup>\*</sup> These international applications are being challenged by the applicable patent offices based on a Russian reference that was, at one point, cited against the US application. In the US, the reference was overcome and the claims allowed as 7,521,201.

U.S. Patent Number: 7,189,520 (Compositions and methods for detecting animal byproduct in feed.)

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**RECORDED: 10/17/2012** 

<sup>\*\*</sup> The Australia application includes 7,521,201 claims as well as the pending US claims in 12/034,765 (large scale fermentation).

<sup>\*\*\*</sup> There is no guarantee that these claims will be allowed.