

09/19/2018
103679651

SEP 19 2018

9/19/18

To the Director of the U. S. Patent and Trademark Office, or to the address(es) below.

1. Name of conveying party(ies):
Gemini Bioproducts, Inc.

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Gemini Bioproducts, Inc.-California
 Other

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :
Execution Date(s) September 14, 2018

Assignment Merger
 Security Agreement Change of Name
 Other

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: Gemini Bioproducts Holding, Inc.
Street Address: 930 Riverside Parkway
City: West Sacramento
State: CA
Country: us Zip: 95605

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.
A. Trademark Application No.(s) _____ Text _____
B. Trademark Registration No.(s) 5,451,423

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Registered on April 24, 2018 for "BENCHMARK"

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Allison Godman
Internal Address: Moonjian, Waite & Coleman, LLP
Street Address: 100 Jericho Quadrangle - Suite 208
City: Jericho
State: New York Zip: 11753
Phone Number: 516-937-5900
Docket Number: _____
Email Address: sgodman@mwcllp.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number _____
Authorized User Name _____

9. Signature: Allison Godman September 17, 2018
Signature Date

Name of Person Signing Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:0321 40.00 OP
02 FC:0522 250.00 OP

Question 4. Application number(s) or registration number(s) and identification or description of the Trademark. (Additional Sheet)

Trademark (Reg. No. 5,457,753) registered on May 1 2018 for "CHRYSLIS".

Trademark (Reg. No. 5,437,088) registered on April 3, 2018 for "CONTINUUM".

Trademark (Reg. No. 5,457,751) registered May 1, 2018 for "FETALPLEX".

Trademark (Reg. No. 5,447,445) registered on April 17, 2018 for "FOUNDATION B".

Trademark (Reg. No. 5,447,439) registered on April 17, 2018 for "FOUNDATION".

Trademark (Reg. No. 5,473,957) registered on May 22, 2018 for "GEM 21 NEUROPLEX".

Trademark (Reg. No. 5,473,958) registered on May 22, 2018 for "N2 NEUROPLEX".

Trademark (Reg. No. 5,437,089) registered on April 3, 2018 for "NEUROPLEX".

Trademark (Reg. No. 5,473,959) registered on May 22, 2018 for "NO WORRIES".

Trademark (Reg. No. 5,457, 754) registered on May 1, 2018 for "STASIS".

INTELLECTUAL PROPERTY AND DOMAIN NAME ASSIGNMENT

This Intellectual Property and Domain Name Assignment (this "Assignment") is made and entered into as of September 14, 2018 between Gemini Bioproducts, Inc., a California corporation ("ASSIGNOR"), and Gemini Bioproducts Holding, Inc., a Delaware corporation ("ASSIGNEE"), pursuant to that certain Asset Purchase & Asset Contribution Agreement, dated as of August 20, 2018, by and among ASSIGNOR, ASSIGNEE and the other named parties thereto (the "Asset Purchase Agreement").

WHEREAS, ASSIGNOR is the owner of record of the trademarks of the United States of America (the "Trademarks"), and applicable federal registrations pertaining thereto (the "Federal Registrations") listed on Exhibit A hereto; and

WHEREAS, ASSIGNOR is the owner of record of the domain names ("Domain Names"), trade secrets ("Trade Secrets") and corporate names ("Corporate Names"; and together with the Domain Names and Trade Secrets, the "Other Intellectual Property"), and any applicable registrations pertaining thereto (the "Other Registrations") set forth on Exhibit B hereto;

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, ASSIGNOR has agreed to contribute, transfer, convey, assign and deliver to ASSIGNEE, and ASSIGNEE has agreed to receive and accept from ASSIGNOR, (i) the Trademarks, including any good will associated with the use thereof and the Federal Registrations; and (ii) the Other Intellectual Property, including any good will associated with the use thereof and the Other Registrations;

WHEREAS, the execution and delivery of this Assignment is an obligation of Assignor and Assignee under the terms of the Asset Purchase Agreement.

NOW THEREFORE TO ALL WHOM IT MAY CONCERN be it known that for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of 12:01 a.m. Pacific Daylight Time on the date hereof, ASSIGNOR has contributed, assigned, transferred, conveyed and delivered, and by these presents, hereby contributes, assigns, transfers, conveys and delivers, and ASSIGNEE hereby accepts, all of ASSIGNOR'S rights, title and interests in and to the (i) Trademarks, including any good will associated with the use of the Trademarks, together with all rights of action, in law and in equity, for past or future infringements thereof, and the Federal Registrations, and any renewals thereof, unto ASSIGNEE; the Trademarks to be held and enjoyed by ASSIGNEE, its successors and assigns, the same as would have been held and enjoyed by ASSIGNOR had this Assignment not been made, and (ii) Other Intellectual Property, including any good will associated with the use of the Other Intellectual Property, together with all rights of action, in law and in equity, for past or future infringements thereof, and the Other Registrations, and any renewals thereof, unto ASSIGNEE; the Other Intellectual Property to be held and enjoyed by ASSIGNEE, its successors and assigns, the same as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by ASSIGNEE.

This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Purchase Agreement, the terms and conditions of which are hereby incorporated to this

Assignment by this reference. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall control.

This Assignment shall be controlled by the laws of the State of New York without giving effect to its conflicts of laws principles.

The parties agree to execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and other instruments, and take such further actions, as may be necessary or appropriate to assure fully to Assignee all of the rights, title, interests, remedies, powers and privileges intended to be conveyed to Assignee under this Assignment, and to otherwise make effective as promptly as practical the transactions contemplated hereby. This Assignment may be executed simultaneously or in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument. Facsimile, portable document format (PDF), or other scanned-format signatures shall have the same force and effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Intellectual Property and Domain Name Assignment to be executed by their duly authorized officials on the date above first written.

GEMINI BIOPRODUCTS, INC.

By: 

Bertram Polan
Chief Executive Officer

GEMINI BIOPRODUCTS HOLDING, INC.

By: _____

Name:

Title:

Intellectual Property and Domain Name Assignment

TRADEMARK
REEL: 006442 FRAME: 0984

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Intellectual Property and Domain Name Assignment to be executed by their duly authorized officials on the date above first written.

GEMINI BIOPRODUCTS, INC.

By: _____
Bertram Polan
Chief Executive Officer

GEMINI BIOPRODUCTS HOLDING, INC.

By: Harold Blue
Name: Harold Blue
Title: President

EXHIBIT A
TRADEMARKS

Trademarks (registered with the United States Patent and Trademark Office):

1. Trademark (Reg. No. 5,451,423) registered on April 24, 2018 for "BENCHMARK".
2. Trademark (Reg. No. 5,457,753) registered on May 1 2018 for "CHRYSLIS".
3. Trademark (Reg. No. 5,437,088) registered on April 3, 2018 for "CONTINUUM".
4. Trademark (Reg. No. 5,457,751) registered May 1, 2018 for "FETALPLEX".
5. Trademark (Reg. No. 5,447,445) registered on April 17, 2018 for "FOUNDATION B".
6. Trademark (Reg. No. 5,447,439) registered on April 17, 2018 for "FOUNDATION".
7. Trademark (Reg. No. 5,473,957) registered on May 22, 2018 for "GEM 21 NEUROPLEX".
8. Trademark (Reg. No. 5,473,958) registered on May 22, 2018 for "N2 NEUROPLEX".
9. Trademark (Reg. No. 5,437,089) registered on April 3, 2018 for "NEUROPLEX".
10. Trademark (Reg. No. 5,473,959) registered on May 22, 2018 for "NO WORRIES".
11. Trademark (Reg. No. 5,457, 754) registered on May 1, 2018 for "STASIS".

EXHIBIT B
OTHER INTELLECTUAL PROPERTY

[Redacted]

MOOMJIAN, WAITE & COLEMAN, LLP

ATTORNEYS AT LAW
100 JERICHO QUADRANGLE
SUITE 208
JERICHO, NEW YORK 11753

LONNIE COLEMAN
GARY T. MOOMJIAN
KEVIN W. WAITE

JILL T. BRAUNSTEIN
LISA DVOSKIN
LYNDA MADERA VAILLANT

(516) 937-5900
FAX (516) 937-5050
WWW.MWCLLP.COM

NEW YORK CITY OFFICE
1345 6TH AVENUE
11TH FLOOR
NEW YORK, NY 10105
OF COUNSEL
REBECCA NUNBERG
EDWARD S. WACTLAR

September 17, 2018

Via Certified Mail Return Receipt Requested

United States Patent & Trademark Office
Mail Stop Assignment Recordation Branch
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Trademark Assignments

Dear Sir/Madam:

On behalf of our client Gemini Bioproducts Holding, Inc., a Delaware corporation (the "Assignee"), enclosed please find the following:

1. Recordation Form Cover Sheet Trademarks Only (with additional sheet attached);
2. Intellectual Property and Domain Name Assignment made and entered into as of September 14, 2018 between Gemini Bioproducts, Inc., a California corporation, and the Assignee; and
3. A check made payable to Director of the USPTO for \$290.00.

If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,


Allison Godman

Attachments