

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687319

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tonbo Biotechnologies Corporation | | 11/02/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cytek Biosciences, Inc. | | |
| Street Address: | 46107 Landing Parkway | | |
| City: | Fremont | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94538 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4473740 | TONBO BIOSCIENCES | |
| Registration Number: | 4851313 | REDFLUOR | |
| Registration Number: | 4851312 | VIOLETFLUOR | |
| Registration Number: | 4748764 | GHOST DYE | |
| Registration Number: | 4464085 | READY - SET - FLOW! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4086507132 | | |
| <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: | 949-595-0120 | | |
| Email: | docketing@alfordiplaw.com | | |
| Correspondent Name: | William Alford of Alford Law Group, Inc. | | |
| Address Line 1: | 23052H Alicia Parkway, No. 201 | | |
| Address Line 4: | Mission Viejo, CALIFORNIA 92692 | | |
| NAME OF SUBMITTER: | William E. Alford | | |
| SIGNATURE: | /William E. Alford/ | | |
| DATE SIGNED: | 11/10/2021 | | |
| Total Attachments: 5 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is entered into as of November 2, 2021, by and between Tonbo Biotechnologies Corporation dba Tonbo Biosciences, a Delaware corporation (“*Seller*”), and Cytek Biosciences, Inc., a Delaware corporation (“*Purchaser*”).

RECITALS

A. Seller and Purchaser are parties to that certain Asset Purchase Agreement dated as of November 2, 2021 (the “*Purchase Agreement*”) pursuant to which Purchaser has agreed to purchase the Purchased Assets and Transferred Technology from Seller, and Seller agrees to sell the Purchased Assets and Transferred Technology to Purchaser or its designee (the “*Transaction*”). Each capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

B. As a condition precedent to closing, and in order to induce Purchaser to consummate the Transaction, from which Seller will receive substantial benefit, Seller has agreed to assign, transfer and convey to Purchaser all right, title and interest in and to all applicable Intellectual Property that forms part of Purchased Assets or Transferred Technology.

AGREEMENT

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in accordance with the provisions of the Purchase Agreement, hereby agree as follows:

1. Seller does hereby transfer, assign, convey and deliver to Purchaser all of Seller’s rights, title and interest in and to all of the Intellectual Property, together with all of the associated goodwill, that forms part of Purchased Assets or Transferred Technology. “*Intellectual Property*” means and includes all worldwide intellectual property rights including, without limitation, rights in and to the following: (a) Patents; (b) Marks; (c) Copyrights; (d) all common law and statutory rights in any jurisdiction commonly known as “trade secrets” or that permit the holder of such right to limit the use or disclosure of its know-how and other confidential or proprietary technical, business or other information; and (e) any similar, corresponding or equivalent rights to any of the foregoing.
2. This Agreement shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of the Purchaser, the Purchaser’s shareholders and their successors and assigns.
3. This Agreement may not be amended, waived, discharged or terminated other than by a written instrument designated as an amendment and signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.
4. Seller agrees to execute and deliver, or cause to be executed and delivered, any and all instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may reasonably be required by Purchaser, for the purpose of perfecting and completing the sale, transfer and conveyance to Purchaser of the Intellectual Property that forms part of Purchased Assets or Transferred Technology.
5. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by facsimile or other electronic means shall constitute originals.

6. This Agreement shall in all respects be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware without giving effect to its conflict-of-laws principles.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Intellectual Property Assignment to be duly executed as of the date first above written above.

PURCHASER:

CYTEK BIOSCIENCES, INC.

By: Wenbin Jiang
Name: Wenbin Jiang, Ph.D.
Title: President and Chief Executive Officer

SELLER:

**TONBO BIOTECHNOLOGIES
CORPORATION**

By: _____
Name:
Title:

IN WITNESS WHEREOF, Purchaser and Seller have caused this Intellectual Property Assignment to be duly executed as of the date first above written above.

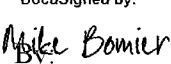
PURCHASER:

CYTEK BIOSCIENCES, INC.

By: _____
Name: Wenbin Jiang, Ph.D.
Title: President and Chief Executive Officer

SELLER:

**TONBO BIOTECHNOLOGIES
CORPORATION**

DocuSigned by:

BY: _____
Name: Michael Bomier
Title: President and General Manager

Schedule 1.1(a) – Product IP

1. The Product IP that Seller owns includes the following trademarks registered in the United States of America:
 - a. Tonbo Biosciences™
 - i. Renewal date: 1/29/2024
 - ii. Serial#: 85800439
 - iii. Registration#: 4473740
 - b. redFluor™
 - i. Declaration Due date: 5/10/2022
 - ii. Serial#: 86592429
 - iii. Registration#: 4851313
 - c. violetFluor™
 - i. Declaration Due date: 5/10/2022
 - ii. Serial#: 86592415
 - iii. Registration#: 4851312
 - d. Ghost Dye™
 - i. Declaration Due date: 12/2/2021*
 - ii. Serial#: 86081235
 - iii. Registration#: 4748764
 - e. Ready - Set - Flow!™
 - i. Renewal date: 1/7/2023
 - ii. Serial#: 85872842
 - iii. Registration#: 4464085

All trademarks are owned by Tonbo Biotechnologies Corporation DBA Tonbo Biosciences and no other Person has an ownership interest in the trademarks set forth herein.

*Seller is currently in the process of filing this declaration.