# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4811067

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
OLINK AB	09/29/2015

## **RECEIVING PARTY DATA**

Name:	SIGMA-ALDRICH INTERNATIONAL GMBH
Street Address:	WASSERGASSE 7
City:	ST. GALLEN
State/Country:	SWITZERLAND
Postal Code:	CH-9000

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	6558928
Patent Number:	7074564

### **CORRESPONDENCE DATA**

**Fax Number:** (314)236-8712

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.

**Phone:** 314-286-7454

**Email:** daniel.kasten@sial.com

Correspondent Name: DANIEL KASTEN

Address Line 1: 3050 SPRUCE STREET

Address Line 4: ST LOUIS, MISSOURI 63103

ATTORNEY DOCKET NUMBER:	OLINKAB
NAME OF SUBMITTER:	DANIEL KASTEN
SIGNATURE:	/Daniel Kasten/
DATE SIGNED:	02/06/2018

## **Total Attachments: 6**

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#### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("IP Assignment"), dated as of September 29, 2015, is made by and between Olink AB, a private limited company (privat aktiebolag) organized under the laws of Sweden ("Assignor"), and Sigma-Aldrich International Gmbh, a Swiss limited liability company ("Assignee"), pursuant to Section 1.7(c) of that certain Asset Purchase Agreement by and between Assignee and Assignor, dated as of September 21, 2015 (the "Asset Purchase Agreement").

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable non-U.S. jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):

the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing (in each case subject to and except as otherwise provided in the Asset Purchase Agreement, including Section 5.7(a)(iii) thereof); and

any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any

such damages (in each case subject to and except as otherwise provided in the Asset Purchase Agreement, including Section 5.7(a)(iii) thereof).

- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents and 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 IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such 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 Assigned IP to Assignee, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors and Assignee execute this Assignment as of the Effective Date.

Title:

"ASSIGNEE"

SIGMA-ALDRICH INTERNATIONAL GMBH

By:
Name:
Title:

"ASSIGNOR"

OLINK AB

By:
Name:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee execute this IP Assignment as of the date first written above.

> "ASSIGNEE" SIGMA-ALDRICH INTERNATIONAL GMBH By: Name: Title: "ASSIGNOR" OLINK AB By: Name: Title: Jon Heimer

Chairman and CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

# SCHEDULE 1

# ASSIGNED PATENTS AND PATENT APPLICATIONS

# Business Intellectual Property; Olink patents/patent applications

- 1) "7 074 564"
- 2) "6 558 928"
- 3) "US6610481"

## **SCHEDULE 2**

# ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

- 1) Duolink Class 1 China Wordmark; V26862CN00
- 2) Duolink Class 5 China Wordmark; V26862CN05
- 3) Duolink Class 1 European Community Wordmark; V26862EU00
- 4) Duolink Class 1,5,9 European Community Wordmark; V26862EU01
- 5) Duolink Class 1 USA Wordmark; V26862US00
- 6) Duolink Class 5 USA Wordmark; V26862US01
- 7) PLA Class 1 European Community Wordmark; V28036EU00
- 8) PLA Class 1 USA Wordmark; V28036US00

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PATENT REEL: 044839 FRAME: 0800

**RECORDED: 02/06/2018**