

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7313182

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROPEL LABS, INC.	02/14/2021
RECEIVING PARTY DATA	
Name:	LIFE TECHNOLOGIES CORPORATION
Street Address:	5823 NEWTON DRIVE
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17692234
CORRESPONDENCE DATA	
Fax Number:	(215)564-3439
<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:	2155683100
Email:	assignments@bakerlaw.com
Correspondent Name:	BAKERHOSTETLER
Address Line 1:	1735 MARKET STREET
Address Line 2:	SUITE 3300
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-7501
ATTORNEY DOCKET NUMBER:	087333.008059
NAME OF SUBMITTER:	FAITH POORE HOUSER
SIGNATURE:	/Faith Poore Houser/
DATE SIGNED:	05/04/2022
Total Attachments: 4	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT dated as of February 16, 2021 is executed and delivered to Life Technologies Corporation, a Delaware corporation, as successor-in-interest to Thermo Fisher Scientific Inc. (the “Assignee”), by Propel Labs Inc., a Colorado corporation (the “Assignor”). All capitalized words and terms used in this Patent Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of December 30, 2020 by and among the Assignor, the Assignee and SIDIS Corp, a Colorado corporation (the “Agreement”).

WHEREAS, the Assignor is the owner of the Patent Rights identified on Schedule A hereto and the inventions claimed therein as well as any all patents and patent applications that directly or indirectly claim priority and/or form a basis for priority of the Patent Rights (collectively, the “Acquired Patents”); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, assign, transfer and deliver to Assignee, at the Closing, all of Assignor’s right, title and interest in, to and under the Acquired Patents and the inventions disclosed in the Acquired Patents, free and clear of all Liens (other than Permitted Liens);

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer and deliver to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under the Acquired Patents, the inventions disclosed in the Acquired Patents and in and to all letters patent and other Patent Rights of the United States of America and all other jurisdictions which may or shall be granted on said inventions, or any parts thereof, or any divisional, continuing, reissue or other applications based in whole or in part on said inventions or Acquired Patents, all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances related to any of the Patents, the right to claim priority under the Paris Convention, the right to enter national and regional phases in respect of international patent applications (PCT applications) and the right to recover for past, present or future infringement with respect to any of the foregoing, in each case free and clear of all Liens (other than Permitted Liens).

2. The Assignor does hereby request and authorize the Commissioner of Patents and Trademarks of the United States of America and all other corresponding authorities of other jurisdictions to issue letters patent on the Acquired Patents and the inventions included in the Acquired Patents to the Assignee or the Assignee’s nominee, successor or assign.

3. The Assignor agrees to execute all applications, amended specifications, deeds or other instruments, and to do all acts reasonably necessary or proper, (a) to transfer the Acquired Patents and the inventions included in the Acquired Patents, (b) to secure the grant of letters patent on the Acquired Patents and the inventions included in the Acquired Patents, in the United

States of America and in all other jurisdictions, to the Assignee or the Assignee's nominee, successor or assign, and (c) to vest and confirm therein the legal title to all such Patent Rights.

4. This Patent Assignment may be executed in multiple counterparts and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. For purposes of this Patent Assignment, facsimile signatures shall be deemed originals, and the Parties hereto agree to exchange original signatures as promptly as possible.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed as of the date first above written.

THE ASSIGNOR:

PROPEL LABS INC.

By: 

Name: Tidhar Sadeh

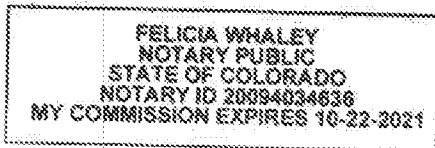
Title: President & CEO

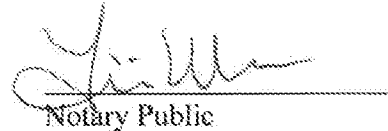
STATE OF COLORADO

County of Armon)

On this 1st day of February, 2021, before me, the undersigned notary public, personally appeared Tidhar Sadeh, proved to me through satisfactory evidence of identification, which was CO DL# 92-201-8532, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]




Notary Public

My commission expires: 10/22/2021

[Signature Page to Patent Assignment]

Schedule A to Patent Assignment

Title	Application or Patent No.	Country	Date of Filing or Issuance
Integrated Biocontainment Cell Sorter	62/866,759	USPTO	Filed: June 26, 2019
Integrated Biocontainment Cell Sorter	16/910,538	USPTO	Filed: June 24, 2020
Integrated Biocontainment Cell Sorter	PCT/US2020/039493	PCT	Filed: June 25, 2020
Dual-stage Fluidics System with Reduced Pulsation	63/026,991	USPTO	Filed: May 19, 2020
Nozzle Sealing and Unclog Station for Flow Cytometer	63/027,016	USPTO	Filed: May 19, 2020