

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797881

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Luminex Corporation		02/28/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cytek Biosciences, Inc.		
<b>Street Address:</b>	47215 Lakeview Boulevard		
<b>City:</b>	Fremont		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94538-6407		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2825403	AMNIS	
<b>Registration Number:</b>	5596330	CELLSTREAM	
<b>Registration Number:</b>	3990810	FLOWSIGHT	
<b>Registration Number:</b>	2579969	GUAVA	
<b>Registration Number:</b>	5183075	GUAVA	
<b>Registration Number:</b>	6825224	GUAVA	
<b>Registration Number:</b>	2681725	GUAVA EXPRESS	
<b>Registration Number:</b>	2737829	GUAVA NEXIN	
<b>Registration Number:</b>	2936906	IDEAS	
<b>Registration Number:</b>	2815358	IMAGESTREAM	
<b>Registration Number:</b>	2935159		
<b>Registration Number:</b>	4193898	MUSE	
<b>Registration Number:</b>	3024610	SPEEDBEAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	949-595-0120		
<b>Email:</b>	docketing@alfordiplaw.com, bill@alfordiplaw.com		

OP \$340.00 2825403

**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:** 03/27/2023

**Total Attachments: 10**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Trademark Assignment Agreement*”) is entered into as of February 28, 2023 (the “*Effective Date*”), by and between Luminex Corporation, a Delaware corporation (“*Seller*”) and Cytek Biosciences, Inc., a Delaware corporation (“*Purchaser*”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned such terms in the Purchase Agreement (as defined below).

### RECITALS

**A.** Seller and Purchaser are parties to that certain Asset Purchase Agreement dated as of February 13, 2023 (the “*Purchase Agreement*”) pursuant to which Purchaser has agreed to purchase the Purchased Assets from Seller, and Seller has agreed to sell the Purchased Assets to Purchaser or its designee (the “*Transaction*”).

**B.** As a condition precedent to Closing, and in order to induce Purchaser to consummate the Transaction, from which the Seller will receive substantial benefit, the Seller has agreed to assign, transfer and convey to Purchaser all of its rights, title and interest in and to all Marks included in the Purchased Assets.

### 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. Conveyance and Acceptance.** Seller hereby irrevocably and unconditionally sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby accepts, all of Seller’s rights, title and interest in and to the Marks listed on Schedule A (the “*Purchased Registered Trademarks*”) and the Marks listed on Schedule B (the “*Purchased Unregistered Trademarks*”, and together with the Purchased Registered Trademarks, the “*Purchased Trademarks*”), including all rights to any proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademarks, all rights to bring an action in the future, whether at law or in equity, for infringement, misappropriation or other violations of the Purchased Trademarks against any third party, all rights to recover damages, profits, restitution and other legal or equitable relief (including injunctive relief) for any infringement, misappropriation or other violation of the Purchased Trademarks in each case whether such infringement, misappropriation, or other violations occur before, on, or after the Effective Date, and to be awarded and collect or otherwise recover the foregoing, together with all goodwill attaching to the Purchased Trademarks. The foregoing assignment includes all common law usage rights of the Purchased Registered Trademarks in all countries and jurisdictions where used, regardless of where the Purchased Registered Trademarks are registered.
- 2. Recordation.** Seller hereby authorizes Purchaser to record this Trademark Assignment Agreement (including Schedule A, but with Schedule B redacted) with the United States Patent and Trademark Office, and all other applicable governmental entities, registrars, trademark offices or authorities of other jurisdictions, to record Purchaser as the assignee and owner of the Purchased Trademarks.
- 3. Further Assurances.** Seller agrees from time to time, at Purchaser’s sole expense and without further consideration, to execute all specific assignments, oaths, declarations,

deeds or other instruments and to take any other acts, in each case, that are reasonably requested by Purchaser, in order to carry out and fulfill the purposes and intent of this Trademark Assignment Agreement.

4. **Purchase Agreement.** This Trademark Assignment Agreement is entered into pursuant to and is subject in all respects to the terms, provisions and conditions of the Purchase Agreement, and nothing herein shall be deemed to modify, supersede, enlarge, limit or affect the rights of the parties under the Purchase Agreement. If any provision of this Trademark Assignment Agreement conflicts with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.
5. **Governing Law.** This Trademark Assignment Agreement shall 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.
6. **Amendment.** This Trademark Assignment Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all parties hereto.
7. **Successors and Assigns.** This Trademark Assignment Agreement shall be binding upon Seller and its successors and assigns, and shall inure to the benefit of Purchaser and its successor and assigns.
8. **Counterparts; Electronic Execution.** This Trademark Assignment Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Each party may execute this Trademark Assignment Agreement in Adobe™ Portable Document Format (PDF) sent by electronic mail or by any other electronic means. Signatures sent by electronic means shall be deemed to be original signatures, will be valid and binding on the parties, and, upon delivery, will constitute due execution of this Trademark Assignment Agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date first above written.

**PURCHASER:**

**CYTEK BIOSCIENCES, INC.**

By: Wenbin Jiang

Name: Wenbin Jiang, Ph.D.

Title: President and Chief Executive Officer

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 008017 FRAME: 0987**

**SELLER:**

**LUMINEX CORPORATION**

*Angelo Rago*

By: \_\_\_\_\_

Name: Angelo Rago

Title: President

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 008017 FRAME: 0988**

**Schedule A**

**Purchased Registered Trademarks**

*See attached.*

**Schedule A to Trademark Assignment Agreement**

<b>Trademark</b>	<b>Country</b>	<b>Application No</b>	<b>Application Date</b>	<b>Registration No</b>	<b>Registration Date</b>
AMNIS	EUTM	002868396	Sep 27 2002	002868396	Dec 3 2004
AMNIS	United Kingdom	UK00902868396	Sep 27 2002	UK00902868396	Dec 3 2004
AMNIS	United States of America	75822422	Oct 13 1999	2825403	Mar 23 2004
CELLSTREAM	Australia	1363750	Jun 2 2017	1363750	Jan 11 2018
CELLSTREAM	Brazil	912846941	Jun 7 2017	912846941	Oct 16 2018
CELLSTREAM	Brazil	912847026	Jun 7 2017	912847026	Oct 16 2018
CELLSTREAM	Canada	1840850	Jun 5 2017	TMA1036614	Jul 5 2019
CELLSTREAM	China	1363750	Jun 2 2017	1363750	Apr 20 2018
CELLSTREAM	Czech Republic	1363750	Jun 2 2017	1363750	Mar 29 2018
CELLSTREAM	EUTM	016143406	Dec 8 2016	016143406	Apr 7 2017
CELLSTREAM	Germany	3020160348700	Dec 12 2016	302016035308	Jan 12 2017
CELLSTREAM	Hong Kong	304160051	Jun 2 2017	304160051	Oct 20 2017
CELLSTREAM	India	1363750	Jun 2 2017	1363750	Aug 16 2019
CELLSTREAM	Israel	1363750	Jun 2 2017	1363750	Oct 3 2018
CELLSTREAM	Japan	1363750	Jun 2 2017	1363750	Mar 15 2018
CELLSTREAM	Mexico	1363750	Jun 2 2017	1363750	Jun 20 2018
CELLSTREAM	New Zealand	1363750	Jun 2 2017	1363750	Jan 4 2018
CELLSTREAM	Norway	1363750	Jun 2 2017	1363750	Jun 15 2018
CELLSTREAM	Poland	1363750	Jun 2 2017	1363750	Jan 15 2018
CELLSTREAM	Republic of Korea (South)	1363750	Jun 2 2017	1363750	Jun 19 2018
CELLSTREAM	Russian Federation	1363750	Jun 2 2017	1363750	Apr 23 2018
CELLSTREAM	Singapore	1363750	Jun 2 2017	1363750	Apr 3 2018



CELLSTREAM	Switzerland	1363750	Jun 2 2017	1363750	Dec 16 2020
CELLSTREAM	Taiwan	106033759	Jun 6 2017	1907744	Apr 1 2018
CELLSTREAM	Turkey	1363750	Jun 2 2017	1363750	Nov 29 2018
CELLSTREAM	United Kingdom	3391291	Apr 11 2019	3391291	Aug 16 2019
CELLSTREAM	United Kingdom	UK00916143406	Dec 8 2016	UK00916143406	Apr 7 2017
CELLSTREAM	United States of America	87261835	Dec 8 2016	5596330	Oct 30 2018
CELLSTREAM	WIPO	1363750	Jun 2 2017	1363750	Jun 2 2017
EASYCHECK	EUTM	008648644	Oct 29 2009	008648644	Aug 12 2013
EASYCHECK	India	1875595	Oct 22 2009	1875595	Dec 22 2017
EASYCHECK	Japan	2009-82790	Nov 2 2009	5514621	Aug 17 2012
EASYCHECK	United Kingdom	UK00908648644	Oct 29 2009	UK00908648644	Aug 12 2013
FLOWCELLECT	India	1875606	Oct 22 2009	1875606	Mar 19 2011
FLOWCELLECT	Singapore	R0911748G	oct 15 2009	R0911748G	Oct 15 2019
FLAWSIGHT	EUTM	008953135	Mar 15 2010	008953135	Aug 24 2010
FLAWSIGHT	United Kingdom	UK00908953135	Mar 15 2010	UK00908953135	Aug 24 2010
FLAWSIGHT	United States of America	77899375	Dec 22 2009	3990810	Jul 5 2011
GUAVA	China	10724928	Apr 5 2012	10724928	Jan 14 2013
GUAVA	China	10724926	Apr 5 2012	10724926	Jun 7 2013
GUAVA	EUTM	002272730	Jun 19 2001	002272730	Oct 23 2002
GUAVA	EUTM	015188626	Mar 8 2016	015188626	Jul 13 2016
GUAVA	Japan	2001-056705	Jun 21 2001	4644201	Feb 14 2003
GUAVA	Japan	2016-22755	Mar 2 2016	5888810	Oct 14 2016
GUAVA	United Kingdom	UK00902272730	Jun 19 2001	UK00902272730	Oct 23 2002

GUAVA	United Kingdom	UK00915188626	Mar 8 2016	UK00915188626	Jul 13 2016
GUAVA	United States of America	76084508	Jul 10 2000	2579969	Jun 11 2002
GUAVA	United States of America	86925051	Mar 1 2016	5183075	Apr 11 2017
GUAVA	United States of America	90854951	Jul 29 2021	6825224	Aug 23 2022
GUAVA EXPRESS	United States of America	76202221	Jan 31 2001	2681725	Jan 28 2003
GUAVA NEXIN	United States of America	76202218	Jan 31 2001	2737829	Jul 15 2003
GUAVA TECHNOLOGIES	Canada	1299287	Apr 26 2006	TMA739249	May 1 2009
GUAVASOFT	China	9106219	Jan 30 2011	9106219	Feb 21 2012
GUAVASOFT	EUTM	009700543	Feb 1 2011	009700543	Aug 31 2011
GUAVASOFT	Japan	2011-6559	Feb 2 2011	5423109	Jul 1 2011
GUAVASOFT	United Kingdom	UK00909700543	Feb 1 2011	UK00909700543	Aug 31 2011
IDEAS	United States of America	78230470	Mar 26 2003	2936906	Mar 29 2005
IMAGESTREAM	EUTM	002868594	Sep 27 2002	002868594	Jun 30 2004
IMAGESTREAM	United Kingdom	UK00902868594	Sep 27 2002	UK00902868594	Jun 30 2004
IMAGESTREAM	United States of America	76205085	Feb 5 2001	2815358	Feb 17 2004
Miscellaneous Design (Amnis Logo) 	United States of America	78389275	Mar 23 2004	2935159	Mar 22 2005
MUSE	China	1105615	Jan 13 2012	1105615	Jul 12 2012
MUSE	EUTM	010183151	Aug 8 2011	010183151	Jan 10 2012
MUSE	India	2267103	Jan 16 2012	2267103	Sep 30 2015

MUSE	Japan	1105615	Jan 13 2012	1105615	Aug 2 2013
MUSE	Singapore	1105615	Jan 13 2012	1105615	Oct 4 2012
MUSE	United Kingdom	UK00910183151	Aug 8 2011	UK00910183151	Jan 10 2012
MUSE	United States of America	85501816	Dec 22 2011	4193898	Aug 21 2012
MUSE	WIPO	1105615	Jan 13 2012	1105615	Jan 13 2012
SPEEDBEAD	United States of America	78381154	Mar 9 2004	3024610	Dec 6 2005
VIACOUNT	Canada	1285848	Jan 12 2006	TMA719807	Jul 30 2008
VIACOUNT	EUTM	002273209	Jun 19 2001	002273209	Feb 26 2003
VIACOUNT	Japan	2001-056706	Jun 21 2001	4558301	Apr 5 2002
VIACOUNT	United Kingdom	UK00902273209	Jun 19 2001	UK00902273209	Feb 26 2003

**Schedule B**

**Purchased Unregistered Trademarks**

- easyCyte™
- InCyte™
- INSPIRE™
- Nexin™