

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baxter International, Inc.		02/12/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerus Corporation		
Street Address:	2411 Stanwell Drive		
City:	Concord		
State/Country:	CALIFORNIA		
Postal Code:	94520		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78194191	INTERCEPT	
Serial Number:	76309693	INTERCEPT	
Serial Number:	76409936	INTERCEPT BLOOD SYSTEM	
Serial Number:	76427849	INTERCEPT BLOOD SYSTEM	
Serial Number:	76540885	INTERCEPT READY	
CORRESPONDENCE DATA			
Fax Number:	(415)693-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 693-2000		
Email:	youngml@cooley.com		
Correspondent Name:	John W. Crittenden		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-5800		
ATTORNEY DOCKET NUMBER:	197397-201		

CH \$140.00 78194191

NAME OF SUBMITTER:	Michael Young
Signature:	/Michael Young/
Date:	04/20/2006
Total Attachments: 3 source=BAXTER#page1.tif source=BAXTER#page2.tif source=BAXTER#page3.tif	

ASSIGNMENT OF MARKS

WHEREAS, Baxter International, Inc., a Delaware corporation having its principal place of business at One Baxter Parkway, Deerfield, Illinois, 60015 ("Assignor") is the owner of the marks set forth on Schedule A, attached hereto, together with applications and registrations pertaining thereto, and said marks, together with any other trademarks, service marks or tradenames owned by Assignor comprising or embodying the word "INTERCEPT" are referred to in this Assignment of Marks as the "Marks;" and

WHEREAS, Cerus Corporation, a Delaware corporation having its principal place of business at 2411 Stanwell Drive Concord, California 94520 ("Assignee") desires to acquire the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee (i) any and all right, title and interest worldwide in and to the Marks, together with the goodwill of that portion of the Assignor's business connected with the use of, and/or symbolized by, the Marks, and of that portion of Assignor's business for which Assignor has a *bona fide* intent to use the Marks, and (ii) any registration or applications for the Marks.

Assignor will take such other action, including the execution and filing of further instruments, as may be reasonably requested by Assignee to evidence or further effectuate the foregoing assignment.

This Assignment of Marks is effective February 12, 2006.

For and On Behalf of Assignor **BAXTER INTERNATIONAL**

By: 

Print Name: Susan Lichtenstein

Title: Corporate Vice President / General Counsel

Date: February 12, 2006

For and On Behalf of Assignee **CERUS CORPORATION**

By: 

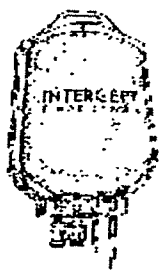
Print Name: Claes Glassell

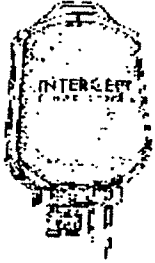
Title: President and CEO

Date: February 13, 2006

Schedule A

The Marks subject to this Agreement include without limitation:

Trademark	Application No.	Registration No.	Int'l Class
INTERCEPT BLOOD SYSTEM [USA]	76/409936	2,768,880	10
 INTERCEPT BLOOD SYSTEM And Design [USA]	76/427849		16, 44
INTERCEPT INTERCEPT And Design [USA]	76/309693		05, 10
INTERCEPT READY [USA]	76/540885		05, 10
INTERCEPT [USA]	78/194191		05, 10

Trademark	Application No.	Registration No.	Int'l Class
INTERCEPT INTERCEPT And Design European Union [CTM]	2507663	002507663	05, 09, 10
 INTERCEPT BLOOD SYSTEM And Design European Union [CTM]	002822302	2822302	16, 44
INTERCEPT AND PROTECT European Union [CTM]	2702546	002702546	16, 42, 44
INTERCEPT BLOOD European Union [CTM]	001834530	001834530	05, 09, 10
INTERCEPT BLOOD [Brazil]	826056024		10
INTERCEPT BLOOD [Brazil]	826111513		5
INTERCEPT BLOOD [Brazil]	826056016		9
INTERCEPT BLOOD [Canada]	1123338		5, 9, 10
INTERCEPT BLOOD [Mexico]	0635152/158/160		5, 9, 10