

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/19/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovata plc		12/19/2006	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Baxter International Inc.
Street Address:	One Baxter Parkway
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	CORPORATION: DELAWARE

Name:	Baxter Healthcare SA
Street Address:	Hertistrasse 2
City:	Wallisellen
State/Country:	SWITZERLAND
Postal Code:	Postfach 8304
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2719403	ICODIAL

CORRESPONDENCE DATA

Fax Number: (708)458-7300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 708-458-7200
 Email: info@tmlawassociates.com

OP \$40.00 2719403

Correspondent Name: Laurel V. Dineff
Address Line 1: 7646 West 63rd Street
Address Line 4: Summit, ILLINOIS 60501

DOMESTIC REPRESENTATIVE

Name: Laurel V. Dineff
Address Line 1: 7646 West63rd Street
Address Line 4: Summit, ILLINOIS 60501

NAME OF SUBMITTER: Laurel V. Dineff

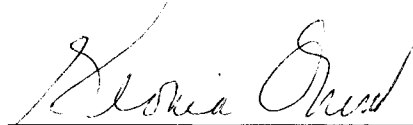
Signature: /laurelvdineff/

Date: 07/25/2007

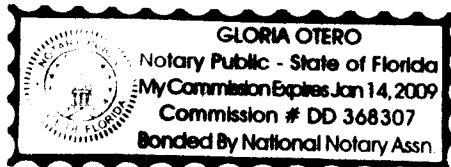
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STATE OF FLORIDA
COUNTY OF BROWARD

On this 26 day of March, 2007, I attest that the preceding or attached document is a true, exact, complete, and unaltered photocopy made by me of Innovata plc, Baxter International Inc. and Baxter Healthcare SA, Trademark Assignment for Icodial and Icolite presented to me by the document's custodian, Cecilia Johnson and, to the best of my knowledge, that the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a notary public



Gloria Otero
Notary Public
State of Florida



Dated: December 19, 2006

- (1) Innovata plc,
 - (2) Baxter International Incorporated
- and-
- (3) Baxter Healthcare SA

Trade Mark Assignment
for ICODIAL and ICOLITE

THIS ASSIGNMENT is made the 19th day of December 2006

BETWEEN:-

- (1) **Innovata plc**, a company registered in England under company registration number 2148607 and having its registered office at 1 Mere Way, Ruddington, Nottingham, Nottinghamshire, NG11 6JS, United Kingdom ("Innovata");
- (2) **Baxter International Incorporated**, a Delaware corporation, whose principal place of business is One Baxter Parkway, Deerfield, Illinois 60015 ("BII"); and
- (3) **Baxter Healthcare SA**, a Swiss corporation, whose principal place of business is Hertistrasse 2, Postfach 8304, Wallisellen, Switzerland ("BHSA" and, together with BII, "Baxter").

WHEREAS:-

Innovata (formerly called ML Laboratories PLC) is willing to assign to Baxter the applications and registrations for the trade marks ICODIAL and ICOLITE as listed in Schedule 1 (the "Trade Marks"), and Baxter wishes to receive the assignment of the Trade Marks in accordance with the provisions set out in this Assignment.

THIS ASSIGNMENT WITNESSES AS FOLLOWS:-

1. Assignment

Innovata hereby assigns to Baxter all of Innovata's right, title and interest in and to (1) the Trade Marks, together with all common-law rights and the registrations and applications therefore, and (2) any legal rights and immunities (howsoever derived) attaching to the Trade Marks including but not limited to:-

- 1.1 the right to bring proceedings for and to recover damages and other remedies in respect of any infringement of the Trade Marks which may have occurred before the date of this Assignment; and
- 1.2 the goodwill attaching to the Trade Marks.

2. Purchase Price and Terms of Payment

- 2.1 In consideration of the sale and assignment of the Trade Marks, Baxter shall pay to Innovata in full without any deductions the sum of \$15,000 (fifteen thousand United States Dollars), payable with 30 days of signature of this Assignment.
- 2.2 The registration fee for European Trade Mark application number 003992047 - ICODIAL listed in Schedule 1 has been paid by Innovata. Baxter shall reimburse Innovata in full for all fees incurred.
- 2.3 The renewal fee for UK Trade Mark registration number 2050188 - ICOLITE listed in Schedule 1 has been paid by Innovata. Baxter shall reimburse Innovata in full for all fees incurred.
- 2.4 Innovata has renewed and filed for the change of name to Innovata plc for Greek Trade Mark registration number 127844 - ICODIAL listed in Schedule 1, due 9 July 2006. Baxter shall reimburse Innovata in full for all fees incurred.
- 2.5 The renewal fee for European Community registration number 49098 - ICOLITE listed in Schedule 1 has been paid by Innovata. Baxter shall reimburse Innovata in full for all fees incurred.
- 2.6 The renewal fee for China registration number 892417 - ICODIAL listed in Schedule 1 has been paid by Innovata. Baxter shall reimburse Innovata in full for all fees incurred.

3. COVENANTS

Innovata covenants that at the date of this Assignment:-

3.1 Innovata is the proprietor of the Trade Marks (which are registered either in the name of Innovata plc or in its former name ML Laboratories PLC); The Trade Marks are subsisting and all renewal fees payable in respect of the Trade Marks as at the date of this Assignment have been paid.

3.2 The Trade Marks are free from all liens, encumbrances and charges.

4. Exclusion of liability

All statements and representations (other than fraudulent misrepresentations) warranties, terms and conditions (except for those set out in this Assignment) including any implied by statute, common law or otherwise are hereby excluded to the maximum extent permissible by law.

5. Further Assurances

Innovata shall at the request of Baxter do such acts and execute such documents as are reasonable and necessary to implement this Assignment (other than registration of the Assignment and preparation of individual country assignments, which shall be the responsibility of Baxter) but shall not otherwise be required to provide any other assistance or services to Baxter. Each party shall bear its own costs and expenses in complying with this Clause 5.

6. Termination of Existing Licence Agreement

The Trademark Licence Agreement dated 17 June 1996 between ML Laboratories PLC (now called Innovata plc) and Baxter is hereby terminated by mutual consent with effect from the date of this Assignment and neither party shall have any further rights or obligations under the Trademark Licence Agreement.

7. Law

This Assignment shall be governed by and construed in accordance with English laws. Any dispute arising out of or relating to the existence, negotiation, validity, formation, interpretation, breach, performance or application of the Assignment shall be subject to the exclusive jurisdiction of the courts located in England.

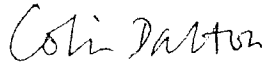
SCHEDULE 1
Trade Mark Application and Registrations

Title	Applicant	Country	App Number	App Date	Registration No	Status
ICODIAL	ML Laboratories Plc	Australia	636550	01-Aug-94	A636550	Registered
ICODIAL	ML Laboratories Plc	Austria	AM 3925/94	03-Aug-94	159202	Registered
ICODIAL	ML Laboratories Plc	Benelux	831567	03-Aug-94	555630	Registered
ICODIAL	ML Laboratories Plc	Canada	760,664	02-Aug-94	TMA481565	Registered
ICODIAL	Innovata Plc	China	94132382	19-Dec-94	892417	Registered
ICODIAL	ML Laboratories Plc	Czech Republic	0-91765-94	10-Aug-94	192049	Registered
ICODIAL	ML Laboratories Plc	Denmark	5396/1994	03-Aug-94	8750 1994	Registered
ICODIAL	Innovata Plc	Europe	003992047	18-Aug-04	003992047	Registered
ICODIAL	ML Laboratories Plc	Finland	3882/94	03-Aug-94	137886	Registered
ICODIAL	ML Laboratories Plc	France	94537192	23-Sep-94	94537192	Registered
ICODIAL	ML Laboratories Plc	Germany	M78582/5	05-Aug-94	2096417	Registered
ICODIAL	Innovata Plc	Greece	127844	09-Jan-96	127844	Registered
ICODIAL	ML Laboratories Plc	Hungary	M9403053	11-Aug-94	143960	Registered
ICODIAL	ML Laboratories Plc	India	638109	25-Aug-94	638109	Registered
ICODIAL	ML Laboratories Plc	Italy	C002614	30-Sep-94	684804	Registered
ICODIAL	ML Laboratories Plc	Japan	6-73960	21-Jul-94	3287489	Registered
ICODIAL	ML Laboratories Plc	Mexico	674998	02-Sep-04	881380	Registered
ICODIAL	ML Laboratories Plc	New Zealand	239771	08-Aug-94	239771	Registered
ICODIAL	Innovata Plc	Norway	944350	04-Aug-94	170207	Registered
ICODIAL	ML Laboratories Plc	Poland	Z136732	05-Aug-94	91867	Registered
ICODIAL	ML Laboratories Plc	Russian Federation	94027878	05-Aug-94	138722	Registered
ICODIAL	ML Laboratories Plc	Singapore	T94/07711B	05-Sep-94	T94/07711B	Registered
ICODIAL	ML Laboratories Plc	Slovak Republic	POZ-1834-94	12-Aug-94	178430	Registered
ICODIAL	ML Laboratories Plc	South Africa	948145	01-Aug-94	948145	Registered
ICODIAL	Innovata plc	South Korea	94-36897	12-Sep-94	324591	Registered
ICODIAL	ML Laboratories Plc	Spain	1918572	18-Aug-94	1918572	Registered
ICODIAL	ML Laboratories plc	Sweden	94-07888	05-Aug-94	305000	Registered
ICODIAL	ML Laboratories Plc	Switzerland	6096/19945	07-Sep-94	423407	Registered
ICODIAL	Innovata plc	Taiwan	(83)52834	15-Aug-94	694578	Registered
ICODIAL	ML Laboratories Plc	Thailand	276699	29-Nov-94	KOR31644	Registered
ICODIAL	ML Laboratories Plc	Turkey	8286/94	18-Aug-94	156330	Registered
ICODIAL	ML Laboratories Plc	Ukraine	94082842/T	08-Aug-94	12068	Registered
ICODIAL	Innovata plc	United Kingdom	1560321	27-Jan-94	1560321	Registered
ICODIAL	ML Laboratories Plc	USA	78/105670	30-Jan-02	2719403	Registered
ICOLITE	Innovata Plc	Europe	000049098	01-Apr-96	000049098	Registered
ICOLITE	Innovata Plc	United Kingdom	2050188	15-Dec-95	2050188	Registered

IN WITNESS WHEREOF, the parties have executed this Assignment through their duly authorised representatives on the date of this Assignment.

For and on behalf of

Innovata plc:-

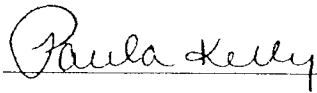


Name: Colin Dalton

Title: Corporate Development Director

For and on behalf of

Baxter Healthcare SA :-

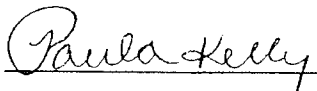


Full Name: Paula Kelly

Title: Authorized Representative

For and on behalf of

Baxter International Inc.



Full Name: Paula Kelly

Title: Additional Authorized Officer