

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
Bayer Healthcare LLC		01/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Siemens Medical Solutions Diagnostics		
Street Address:	511 Benedict Avenue		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78787270	SNPSNAP	
Serial Number:	78692538	SNPSNAP	
Serial Number:	78769733	CLINITEK ADVANTUS	
CORRESPONDENCE DATA			
Fax Number:	(212)949-9190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2129499022		
Email:	LBAILEY@LAWABEL.COM		
Correspondent Name:	VICTOR M. TANNENBAUM		
Address Line 1:	666 THIRD AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	8003275		
NAME OF SUBMITTER:	VICTOR M. TANNENBAUM		

CH \$90.00 78787270

Signature:	/VMT/
Date:	11/15/2007
Total Attachments: 8 source=Siemens-Bayer Asgmt#page1.tif source=Siemens-Bayer Asgmt#page2.tif source=Siemens-Bayer Asgmt#page3.tif source=Siemens-Bayer Asgmt#page4.tif source=Siemens-Bayer Asgmt#page5.tif source=Siemens-Bayer Asgmt#page6.tif source=Siemens-Bayer Asgmt#page7.tif source=Siemens-Bayer Asgmt#page8.tif	

NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of January 1, 2007, 12:01 A.M. (the "Effective Date")

by and between

Bayer Healthcare LLC, a limited liability company organized and existing under the laws of the state of Delaware, having a place of business located at 100 Bayer Road, Pittsburgh, Pennsylvania 15205-9741, USA (hereinafter referred to as the "Assignor")

and

Siemens Medical Solutions Diagnostics, a corporation organized and existing under the laws of the state of California, having a place of business located at 511 Benedict Avenue, Tarrytown, NY 10591 USA (hereinafter referred to as the "Assignee")

WHEREAS, the Assignor is the registered owner of the trademarks and related registrations and/or applications listed in the Annex hereto (the "Trademarks"; and each trademark or trademark application listed in the Annex: a "Trademark") in the countries as indicated in the Annex hereto (the "Territory");

WHEREAS, the Assignor has concluded a U.S. Asset Sale and Transfer Agreement ("ASTA") with Assignee in which Assignor assigned its rights to the Trademarks to Assignee;

WHEREAS, the Assignee desires to acquire from the Assignor all right, title and interest in and to the Trademarks in the Territory and the Assignor is willing to assign all right, title and interest in and to the Trademarks in the Territory to Assignee by executing this Agreement.

NOW THEREFORE, in consideration of the mutual promises made herein and other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (the "Parties") agree as follows:

1. Assignor hereby nunc pro tunc, effective as of the Effective Date, (i) assigns to the Assignee all right, title and interest in and to the Trademarks and all goodwill related thereto and (ii) divests itself of any and all rights it had in and to the Trademarks and conveys them to Assignee, who shall hold such rights in place of Assignor, enjoying and benefiting from any and all the rights relating to the Trademarks to the same extent as the Assignor would have enjoyed and benefited therefrom and (iii) assigns to the Assignee any and all claims and actions for the infringement or violation of the Trademarks that relate to actions that occurred prior to the Effective Date (all the aforementioned together: the "Assignments"); Assignee hereby accepts the Assignments.

2. Section 2 (Liabilities) of the ASTA shall apply accordingly to liabilities of Assignor pertaining to the Trademarks to the extent (i) having arisen in or (ii) otherwise belonging to the Business, whether known or unknown, existing or contingent, as of the Effective Date.

3. Section 3 (Assumption of Agreements) of the ASTA shall apply accordingly to licence agreements and prior rights agreements for the Trademarks as of the Effective Date.

4. Assignee shall henceforth have the right to consider itself the sole owner of the Trademarks in the Territory and to use or make any other disposal of the Trademarks as it shall deem fit, without any further claim on the part of the Assignor in any event or at any time.

5. Assignor hereby agrees to cooperate with Assignee to give full effect to the Assignments and to perfect the rights of Assignee in the Trademarks, provided that Assignee has begun this process in the relevant country within two (2) years of the Effective Date. Subject to the preceding sentence, upon Assignee's, its successors' and assigns' request, Assignor shall execute and deliver any and all documents, affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as soon as possible and shall take all actions as soon as possible, (i) which are necessary for the registration, recordal or other filing of the Assignments with the competent authority and/or (ii) which are otherwise necessary to give full effect to the Assignments and to perfect the rights of Assignee in the Trademarks. Should Assignor not have been registered as the owner of a Trademark prior to the Effective Date, Assignor shall, upon Assignee's request, take all actions as soon as possible which are necessary for such registration.

6. Assignor hereby grants Assignee the authority to record this Assignment for the transfer of the Trademarks with the requisite trademark offices or registries.

7. Assignee shall bear all expenses and costs incurred in connection with the registration of the Assignments from Assignor to Assignee (including, without limitation, registration fees to any recording office under any jurisdiction, lawyers' fees etc.). However, Assignor shall bear all internal costs incurred by Assignor for the performance of Assignor's obligations under the second sentence of Section 5 above, and all costs, including costs of Assignor's external advisors and agents, incurred by Assignor for the performance of Assignor's obligations under the third sentence of Section 5 above. Assignor shall reimburse Assignee for any surcharge for late payment of maintenance fees for maintenance fees which were due prior to the Effective Date.

8. To Assignor's best knowledge, Assignor, as of the Effective Date, has taken all actions and made all declarations necessary to secure the further existence, in particular the maintenance and the defense of the Trademarks for the period from 1 January 2007 until 31 March 2007.

9. By executing this Agreement, Assignee does not waive its right to claim the assignment of further trademarks under the ASTA, in particular if the Annex to this Agreement is incomplete.

10. This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter of this Agreement and supersedes all previous communications, whether oral or written, between the parties, and there are no further or other agreements or understanding, written or oral, in effect between the Parties, with respect to the subject matter of this Agreement.


11. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Germany, without reference to its choice of laws provisions, unless and in so far the application of foreign law is compulsory, in which event this Agreement shall be in so far governed by and construed in accordance with such foreign law. Any amendments, modifications, alterations, or supplements to this Agreement shall be made in writing to be legally effective.

12. If any one or more provisions of this Agreement is or becomes invalid, the parties agree to replace said provisions with valid provisions that approximate, as closely as possible, the intent of the original provision. If the parties cannot agree on one or more replacement provisions, the invalidity of any one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such material importance to the Agreement that it is reasonable to assume that the parties would not have executed the Agreement without them.

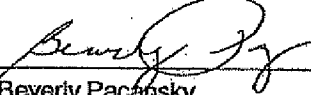
13. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in copies on their behalf by their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

By:  mb
Name: Keith R. Abrams
Title: Assistant Secretary
Date: August 10, 2007

For and on behalf of the Assignee

By: 
Name: Beverly Pacansky
Title: Assistant Secretary
Date: 8/24, 2007

UNITED STATES

REVOCATION
AND
NEW POWER OF ATTORNEY

Mark: SNPSNAP

Registration:

Serial No.: 78/787270

Class(es):

Owner: Siemens Medical Solutions Diagnostics

POWER OF ATTORNEY

Siemens Medical Solutions Diagnostics hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation

Lawrence E. Abelman
Jeffrey A. Schwab
Victor M. Tannenbaum
Peter J. Lynfield
Alan J. Hartnick
Caridad Piñeiro Scordato
Julianne Abelman

Jonathan W. Gumport
Norman S. Beier
Thomas E. Spath
Julie B. Seyler
Marie-Anne Mastrovito
Constance Golden

members of the Bar of the State of New York, whose address is

ABELMAN, FRAYNE & SCHWAB
666 Third Avenue
New York, New York 10017

to transact business in the Patent and Trademark Office in connection with our trademarks, applications therefor, and registrations which have or will issue thereon.

By Anthony P. DeLuca
Assistant General Counsel & Secretary
Date Oct. 18, 2007

UNITED STATES

REVOCATION
AND
NEW POWER OF ATTORNEY

Mark: SNPSNAP

Registration:

Serial No.: 78/692538

Class(es):

Owner: Siemens Medical Solutions Diagnostics

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By Anthony J. DeLuca
Assistant General Counsel & Secretary
Date Oct. 18, 2007

UNITED STATES

REVOCATION
AND
NEW POWER OF ATTORNEY

Mark: CLINITEK ADVANTUS

Registration:

Serial No.: 78/769733

Class(es):

Owner: Siemens Medical Solutions Diagnostics

POWER OF ATTORNEY

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By Anthony J. Adams
Assistant General Counsel & Secretary
Date Oct. 18, 2007

Exhibit 1.1 (f)
Registered Intellectual Property Rights to be Transferred
Trademarks

Country	Trademark	Classes	Registered Owner	Application No.	Application Date	Registration No.	Registration Date	Status	Comment
United States of America	ADVA CENTRALINK	9	Bayer HealthCare LLC	75/945245	24-Feb-2000	2559917	06-Apr-2002	Registered	
United States of America	ADVA IMS	9, 10	Bayer HealthCare LLC	75/647484	24-Feb-1999	2460609	19-Jun-2001	Registered	
United States of America	ADVA WORKCELL	9	Bayer HealthCare LLC	79/692503	15-Aug-2005			Pending	
United States of America	AMES	5	Bayer HealthCare LLC	75/111699	30-Mar-1996	2073707	24-Jun-1997	Registered	
United States of America	BRACKET and Design	1	Bayer HealthCare LLC	73/557528	09-Sep-1995	1394532	27-Mar-1998	Registered	
United States of America	CHROMOLYTE	5	Bayer HealthCare LLC	DNR	11-Aug-1999	1621969	13-Nov-1990	Registered	
United States of America	CLINITEK	5	Bayer HealthCare LLC	75/409934	22-Dec-1997	2230478	09-Mar-1999	Registered	
United States of America	CLIN-TEK	9	Bayer HealthCare LLC	73/012559	04-Feb-1974	1019269	02-Sep-1975	Registered	
United States of America	CLINITEK ADVANTUS	10	Bayer HealthCare LLC	79/769733	08-Dec-2005			Pending	
United States of America	CLINITEK ATLAS	5	Bayer HealthCare LLC	75/169547	19-Sep-1996	2086025	05-Aug-1997	Registered	
United States of America	CLINITEK ATLAS	10	Bayer HealthCare LLC	75/169581	19-Sep-1996	2096027	05-Aug-1997	Registered	
United States of America	CLINITEK ATLAS PRO	5	Bayer HealthCare LLC	79/107999	11-Feb-2002	2952920	17-Mar-2005	Registered	
United States of America	CLINITEK STATUS	10	Bayer HealthCare LLC	79/105457	29-Jan-2002	2949633	03-Mar-2005	Registered	
United States of America	CLINTEST	1	Bayer HealthCare LLC	71/544695	18-Dec-1947	0502711	05-Oct-1948	Registered	
United States of America	CLIP	1, 5	Bayer HealthCare LLC	75/375355	17-Oct-1997	2463955	03-Jul-2001	Registered	
United States of America	CLIPPER	9	Bayer HealthCare LLC	75/375357	17-Oct-1997	2538760	19-Feb-2002	Registered	
United States of America	COMPLENET	9	Bayer HealthCare LLC	79/127307	13-Sep-2000	2490640	18-Sep-2001	Registered	
United States of America	CVM	1	Bayer HealthCare LLC	74/170690	24-Mar-1991	1629101	05-Apr-1994	Registered	
United States of America	DCA 2000	5, 10	Bayer HealthCare LLC	74/179419	24-Jun-1991	1776927	15-Jun-1993	Registered	
United States of America	EXPRESS	9	Bayer HealthCare LLC	73/752633	19-Sep-1998	1539108	16-Mar-1999	Registered	
United States of America	GEL TOASTER	9	Bayer HealthCare LLC	75/697252	04-Mar-1999	2470327	17-Jul-2001	Registered	
United States of America	GENELIBRARIAN	9	Bayer HealthCare LLC	75/697251	04-Mar-1999	2470326	17-Jul-2001	Registered	

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Registered Intellectual Property Rights to be Transferred
Trademarks**

Country	Trademark	Class	Registered Owner	Application No.	Application Date	Registration No.	Registration Date	Status	Comment
United States of America	PROTECH	9, 42	Bayer HealthCare LLC	78746521	07-Nov-2005			Pending	
United States of America	QC ONLINE	42	Bayer HealthCare LLC	75097727	02-Mai-1996	2281890	28-Sep-1999	Registered	
United States of America	QUANTIGENE	1	Bayer HealthCare LLC	75418943	16-Jan-1998	2375756	08-Aug-2000	Registered	
United States of America	QUICK and Design	10	Bayer HealthCare LLC	74731423	19-Sep-1995	2100023	23-Sep-1997	Registered	
United States of America	RA-500	9	Bayer HealthCare LLC			1412160	07-Okt-1986	Registered	
United States of America	RAPIDCHEM	5	Bayer HealthCare LLC	78087938	11-Okt-2001	2657292	03-Dez-2002	Registered	
United States of America	RAPIDCHEM	10	Bayer HealthCare LLC	78087938	11-Okt-2001	2647398	05-Nov-2002	Registered	
United States of America	RAPIDCOMM	9	Bayer HealthCare LLC	78396326	05-Apr-2004			Pending	
United States of America	RAPIDLAB	10	Bayer HealthCare LLC	75205409	27-Nov-1996	2316931	08-Feb-2000	Registered	
United States of America	RAPIDLINK	9	Bayer HealthCare LLC	75384205	04-Nov-1997	2429054	20-Feb-2001	Registered	
United States of America	RAPIDLYTE	10	Bayer HealthCare LLC	74711726	20-Nov-1990	1722931	06-Okt-1992	Registered	
United States of America	RAPIDPOINT	10	Bayer HealthCare LLC	75205421	27-Nov-1996	2249214	04-Mei-1999	Registered	
United States of America	RAPIDPOINT	10	Bayer HealthCare LLC	75611313	23-Dez-1998	2397000	24-Okt-2000	Registered	
United States of America	RAPIDQC	1	Bayer HealthCare LLC	75205422	27-Nov-1996	2234650	23-Mrz-1999	Registered	
United States of America	READY PACK	5	Bayer HealthCare LLC	75027817	05-Dez-1995	2177147	28-Jul-1998	Registered	
United States of America	READY SENSOR	10	Bayer HealthCare LLC	74285734	16-Jun-1992	1912375	15-Aug-1995	Registered	
United States of America	SNPSNAP	9	Bayer HealthCare LLC	78692538	15-Aug-2005			Pending	
United States of America	SNPSNAP	5	Bayer HealthCare LLC	78787270	09-Jan-2006			Pending	
United States of America	SUREFILL	1	Bayer HealthCare LLC	756879480	22-Dez-1999	2464652	26-Jun-2001	Registered	
United States of America	SYSCLEAR	5	Bayer HealthCare LLC	75465334	19-Mrz-1998	2291567	06-Nov-1999	Registered	
United States of America	SYSDIL	5	Bayer HealthCare LLC	756095695	28-Sep-1999	2377620	15-Aug-2000	Registered	
United States of America	SYSKLEN	5	Bayer HealthCare LLC	756095692	28-Sep-1999	2381357	29-Aug-2000	Registered	

TRADEMARK