

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: 5			
Property Type	Number	Word Mark	
Serial Number:	78692538	SNPSNAP	
Serial Number:	78544730	VERSANT	
Registration Number:	2461408	TRUGENE	
Registration Number:	2464652	SUREFILL	
Registration Number:	2470326	GENELIBRARIAN	
CORRESPONDENCE DATA			
Fax Number:	(732)590-1290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	frank.montgomery@siemens.com		
Correspondent Name:	Francis G. Montgomery		
Address Line 1:	170 Wood Avenue South		
Address Line 4:	Iselin, NEW JERSEY 08830		
ATTORNEY DOCKET NUMBER:	07W50044,067,078,079,095		

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NAME OF SUBMITTER:	Francis G. Montgomery
Signature:	/Francis Montgomery/
Date:	11/14/2007
Total Attachments: 3 source=NuncProTuncBayerHealthcareLLC#page1.tif source=NuncProTuncBayerHealthcareLLC#page2.tif source=NuncProTuncBayerHealthcareLLC#page3.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.

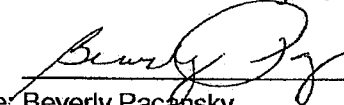
13. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

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:  *mk*
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