

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
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: 4			
Property Type	Number	Word Mark	
Registration Number:	1776927	DCA 2000	
Registration Number:	2494618	MICROCEL	
Serial Number:	78748521	PROTECH	
Serial Number:	78308019	TRUWEIGHT	
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		
NAME OF SUBMITTER:	VICTOR M. TANNENBAUM		
Signature:	/VMT/		

CH \$115.00 1776927

Date:

11/20/2007

Total Attachments: 11

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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: *Keith R. Abrams* *mk*
Name: Keith R. Abrams
Title: Assistant Secretary
Date: August 10, 2007

For and on behalf of the Assignee

By: *Beverly Pacansky*
Name: Beverly Pacansky
Title: Assistant Secretary
Date: 8/24, 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
United States of America	ADVIA CENTRALINK	9	Bayer HealthCare LLC	75945248	24-Feb-2000	2559917	09-Apr-2002	Registered
United States of America	ADVIA IMS	9, 10	Bayer HealthCare LLC	75647484	24-Feb-1999	2450909	19-Jun-2001	Registered
United States of America	ADVIA WORKCELL	9	Bayer HealthCare LLC	76892503	15-Aug-2005			Pending
United States of America	AMES	5	Bayer HealthCare LLC	75111689	30-Mar-1996	2073707	24-Jun-1997	Registered
United States of America	BRACKET and Design	1	Bayer HealthCare LLC	73657528	09-Sep-1985	1394532	27-Mar-1986	Registered
United States of America	CHROMOLYTE	5	Bayer HealthCare LLC	DNR	11-Aug-1989	1621999	13-Nov-1990	Registered
United States of America	CLINITEK	5	Bayer HealthCare LLC	75408934	22-Dec-1997	2230478	09-Mar-1999	Registered
United States of America	CLINI-TEK	9	Bayer HealthCare LLC	73012559	04-Feb-1974	1019268	02-Sep-1975	Registered
United States of America	CLINITEK ADVANTUS	10	Bayer HealthCare LLC	78769733	08-Dec-2005			Pending
United States of America	CLINITEK ATLAS	5	Bayer HealthCare LLC	75168547	19-Sep-1996	2086025	05-Aug-1997	Registered
United States of America	CLINITEK ATLAS	10	Bayer HealthCare LLC	75168581	19-Sep-1996	2086027	05-Aug-1997	Registered
United States of America	CLINITEK ATLAS PRO	5	Bayer HealthCare LLC	78107999	11-Feb-2002	2952920	17-Mar-2005	Registered
United States of America	CLINITEK STATUS	10	Bayer HealthCare LLC	78105457	29-Jan-2002	2946533	03-Mar-2005	Registered
United States of America	CLINTEST	1	Bayer HealthCare LLC	71544695	18-Dec-1947	0502711	05-Oct-1948	Registered
United States of America	CLIP	1, 5	Bayer HealthCare LLC	736375355	17-Oct-1997	2465955	03-Jul-2001	Registered
United States of America	CLIPPER	9	Bayer HealthCare LLC	75875357	17-Oct-1997	2338760	19-Feb-2002	Registered
United States of America	COMPLENET	9	Bayer HealthCare LLC	76127307	13-Sep-2000	2490640	18-Sep-2001	Registered
United States of America	CVM	1	Bayer HealthCare LLC	741170680	24-Mar-1991	1829101	05-Apr-1994	Registered
United States of America	DCA 2000	5, 10	Bayer HealthCare LLC	741179449	24-Jun-1991	1776827	15-Jun-1993	Registered
United States of America	EXPRESS	9	Bayer HealthCare LLC	73752639	19-Sep-1988	1539108	16-Mar-1989	Registered
United States of America	GEL TOASTER	9	Bayer HealthCare LLC	75697252	04-Mar-1999	2470327	17-Jul-2001	Registered
United States of America	GENELIBRARIAN	9	Bayer HealthCare LLC	75697251	04-Mar-1999	2470326	17-Jul-2001	Registered

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Trademarks**

Country of Origin	Trademark	Class	Applicant	Application No.	Registration No.	Registration Date	Status	Comments
United States of America	GENEJECTS	9	Bayer HealthCare LLC	75/164130		11-Sep-1996	Registered	
United States of America	GUIDELINES	9	Bayer HealthCare LLC	75/654635		05-Mar-1999	Registered	
United States of America	Hr1 and Design	9	Bayer HealthCare LLC	73/566274		05-Mar-1996	Registered	
United States of America	HEMA-CHEK	1	Bayer HealthCare LLC			29-Mar-1982	Registered	
United States of America	HEMA-TEK	9	Bayer HealthCare LLC				Registered	
United States of America	HEMATEST	5	Bayer HealthCare LLC	71/607111		30-Nov-1950	Registered	
United States of America	HEMATEST	1	Bayer HealthCare LLC				Registered	
United States of America	HEMATEST	1	Bayer HealthCare LLC				Registered	
United States of America	ICTOTEST	1	Bayer HealthCare LLC	71/614419		28-Mar-1951	Registered	
United States of America	INTEGRATED MODULAR SYSTEM	9, 10	Bayer HealthCare LLC	75/647483		24-Feb-1999	Registered	
United States of America	LABCELL	7	Bayer HealthCare LLC	75/751352		14-Jul-1999	Registered	
United States of America	LABPRINT	9	Bayer HealthCare LLC	77/000629		15-Sep-2006	Pending	New application
United States of America	LONG-READ GEL TOASTER	9	Bayer HealthCare LLC	75/697253		04-Mar-1999	Registered	
United States of America	LONG-READ TOWER	9	Bayer HealthCare LLC	75/580442		29-Oct-1998	Registered	
United States of America	MICROCEL	9	Bayer HealthCare LLC	75/432457		11-Feb-1998	Registered	
United States of America	MOLECULAR MADE EASY	5	Bayer HealthCare LLC	78/339492		11-Dec-2003	Pending	
United States of America	MOLECULAR MADE EASY	10	Bayer HealthCare LLC	78/339497		11-Dec-2003	Registered	
United States of America	MOLECULAR MADE EASY	41	Bayer HealthCare LLC	78/339502		11-Dec-2003	Pending	
United States of America	MULTICAP	10	Bayer HealthCare LLC	78/413984		05-Mar-2004	Registered	
United States of America	ONCOGENESCENCE	5	Bayer HealthCare LLC	76/158341		30-Oct-2000	Registered	
United States of America	OPENGENE	10	Bayer HealthCare LLC	75/192433		05-Sep-1996	Registered	
United States of America	OPERA	5, 9	Bayer HealthCare LLC	DNR		02-Aug-1994	Registered	
United States of America	OPTipoint	5	Bayer HealthCare LLC	75/424212		27-Jan-1998	Registered	

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Country	Trademark	Classes	Registered Owner	Application No.	Application Date	Registration No.	Registration Date	Status	Comment
United States of America	PROTECH	9, 42	Bayer HealthCare LLC	78748521	07-Nov-2005			Pending	
United States of America	QC ONLINE	42	Bayer HealthCare LLC	78097727	02-Mar-1996	2281880	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	747731423	19-Sep-1995	2100023	23-Sep-1997	Registered	
United States of America	RA-500	9	Bayer HealthCare LLC			1412160	07-Oct-1996	Registered	
United States of America	RAPIDCHEM	5	Bayer HealthCare LLC	78087936	11-Oct-2001	2657292	03-Dec-2002	Registered	
United States of America	RAPIDCHEM	10	Bayer HealthCare LLC	78087938	11-Oct-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	75394205	04-Nov-1997	2429054	20-Feb-2001	Registered	
United States of America	RAPIDLYTE	10	Bayer HealthCare LLC	74117126	20-Nov-1990	1722931	06-Oct-1992	Registered	
United States of America	RAPIDPOINT	10	Bayer HealthCare LLC	75205421	27-Nov-1996	2243214	04-Mar-1999	Registered	
United States of America	RAPIDPOINT	10	Bayer HealthCare LLC	75611313	23-Dec-1998	2397000	24-Oct-2000	Registered	
United States of America	RAPIDQC	1	Bayer HealthCare LLC	75205422	27-Nov-1996	2234850	23-Mar-1999	Registered	
United States of America	READY PACK	5	Bayer HealthCare LLC	75027817	05-Dec-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	75879430	22-Dec-1999	2464652	26-Jun-2001	Registered	
United States of America	SYS CLEAR	5	Bayer HealthCare LLC	75453334	19-Mar-1998	2291567	09-Nov-1999	Registered	
United States of America	SYS DIL	5	Bayer HealthCare LLC	75809565	28-Sep-1999	2377620	15-Aug-2000	Registered	
United States of America	SYS KLEN	5	Bayer HealthCare LLC	75809562	28-Sep-1999	2381357	29-Aug-2000	Registered	

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Registered Intellectual Property Rights to be Transferred
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Country	Trademark	Classes	Registered Owner	Application No.	Application Date	Registration No.	Registration Date	Status
United States of America	SYSLYSE	5	Bayer HealthCare LLC	75483333	19-Mar-1998	2290578	02-Nov-1999	Registered
United States of America	TECHNICON HI	9	Bayer HealthCare LLC	DNR		1439027	12-Mar-1987	Registered
United States of America	TECHNICON OMNIPAK	1	Bayer HealthCare LLC			1577194	16-Jan-1990	Registered
United States of America	TECHNICON RA	1, 9	Bayer HealthCare LLC	73752238	16-Sep-1988	1554058	07-Nov-1989	Registered
United States of America	TECHNICON RA-500	9	Bayer HealthCare LLC			1412165	07-Oct-1986	Registered
United States of America	TIG LOGO (TRUGENE)	1, 5, 9	Bayer HealthCare LLC	75945109	23-Feb-2000	2528867	01-Oct-2002	Registered
United States of America	TIMEPAC	5	Bayer HealthCare LLC	759313236	23-Jun-1997	2211855	15-Dec-1998	Registered
United States of America	Tri-ULTRA	5	Bayer HealthCare LLC					Not yet filed
United States of America	TRIANGLE and Design	1	Bayer HealthCare LLC			1366279	10-Jun-1986	Registered
United States of America	TRUGENE	9	Bayer HealthCare LLC	759375359	17-Oct-1997	2550251	19-Mar-2002	Registered
United States of America	TRUGENE	1, 5	Bayer HealthCare LLC	759980009	17-Oct-1997	2461408	19-Jun-2001	Registered
United States of America	TRUPREP	1, 5	Bayer HealthCare LLC	75732958	21-Jun-1999	2518144	11-Dec-2001	Registered
United States of America	TRUWEIGHT	9	Bayer HealthCare LLC	78308019	01-Oct-2003			Pending
United States of America	URIN-TEK	9	Bayer HealthCare LLC			841229	25-Nov-1969	Registered
United States of America	V and Design (VGI Logo)	1, 5, 9	Bayer HealthCare LLC	78003278	17-Mar-2000	2557895	09-Apr-2002	Registered
United States of America	V and Design (MGLANCE Logo)	42	Bayer HealthCare LLC	761049886 - DNR	15-Mar-2000	2479634	21-Aug-2001	Registered
United States of America	VALUNALYSIS	35	Bayer HealthCare LLC	75114276	10-Mar-1996	2102297	30-Sep-1997	Registered
United States of America	VERSANT	10	Bayer HealthCare LLC	78544730	10-Jan-2005			Pending
United States of America	VERSANT	5	Bayer HealthCare LLC	75901612	21-Jan-2000	2559808	09-Apr-2002	Registered
United States of America	VISIBL GENETICS	9	Bayer HealthCare LLC	74491356	16-Feb-1994	2040905	25-Feb-1997	Registered
Uruguay	ADVIA	5	Bayer HealthCare LLC	280258		280258	20-Mar-1997	Registered
Uruguay	CLINTEK	5, 9, 10	Bayer HealthCare LLC	287679	14-Jun-1996	287679	22-Feb-2001	Registered
Uruguay	CLINTEK ADVANTUS	10	Bayer HealthCare LLC					Not yet filed

UNITED STATES

REVOCATION
AND
NEW POWER OF ATTORNEY

Mark:DCA 2000

Registration: 1776927

Serial No.:

Class(es):

Owner: ^SSiemens 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

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Peter J. Lynfield
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Julianne Abelman

Jonathan W. Gumport
Norman S. Beier
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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 J. Schmitt
Assistant General Counsel & Secretary
Date Oct. 18, 2007

UNITED STATES

REVOCATION
AND
NEW POWER OF ATTORNEY

Mark: MICROCEL

Registration: 2494618

Serial No.:

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

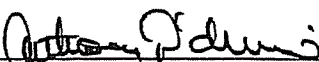
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By 
Assistant General Counsel & Secretary
Date Oct. 18, 2007

UNITED STATES

REVOCATION
AND
NEW POWER OF ATTORNEY

Mark: PROTECH

Registration:

Serial No.: 78/748521

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

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

UNITED STATES

Mark: TRUWEIGHT

REVOCAION
AND
NEW POWER OF ATTORNEY

Registration:

Serial No.: 78/308019

Class(es):

Owner: Siemens Medical Solutions Diagnostics

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