

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer Corporation		01/01/2007	CORPORATION: INDIANA
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:	0501455	AUTOTECHNICON	
Registration Number:	0842857	AUTOTECHNICON ULTRA	
Registration Number:	1557827	CLINIMATE	
Registration Number:	0842037	SMA	
CORRESPONDENCE DATA			
Fax Number:	(847)267-5376		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3124746300		
Email:	janderfuren@marshallip.com		
Correspondent Name:	Marshall, Gerstein & Borun LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	6300 Sears Tower		
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ATTORNEY DOCKET NUMBER:	BAYER/SIEMENS		
NAME OF SUBMITTER:	Jill Anderfuren		

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Signature:	/ja/
Date:	09/11/2008
Total Attachments: 4 source=bayer#page1.tif source=bayer#page2.tif source=bayer#page3.tif source=bayer#page4.tif	

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 Corporation, 100 Bayer Road, Pittsburgh, Pennsylvania 15205-9741, USA (hereinafter referred to as the "**Assignor**")

and

Siemens Medical Solutions Diagnostics, USA (hereinafter referred to as the "**Assignee**") of the other part.

WHEREAS, the Assignor is the legal owner and 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 is a subsidiary of Bayer AG and Bayer AG has concluded a Share and Asset Purchase Agreement ("**SAPA**") with Siemens AG, the parent company of Assignee, which requires, among other things, that the Trademarks be assigned 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 (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 SAPA 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 Closing Date.

3. Section 3 (Assumption of Agreements) of the SAPA shall apply accordingly to licence agreements and prior rights agreements (*Vorrechts- und Abgrenzungsvereinbarungen*) for the Trademarks as of the Closing 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. 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. Assignee shall bear all external 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 Section 3 above including costs of Assignor's external advisors and agents. Assignor shall reimburse Assignee for any surcharge for late payment of maintenance fees (*Verspätungszuschlag*) for maintenance fees which were due prior to the Effective Date.

7. Assignor shall provide Assignee with a complete list of all deadlines which Assignor is aware of on the Effective Date and which are due in the period from 15 January 2007 until 31 March 2007 for declarations, statements or any other action required within a pending or threatened litigation or within any other official proceeding, in particular proceedings before any patent offices, affecting the Trademarks, on or before 15 January 2007 (the "**Due Date List**").

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 defence of the Trademarks for the period from 1 January 2007 until 31 March 2007.

9. Assignor shall transfer to Assignee

- (i) a copy of the data for the Trademarks stored in its database;
- (ii) all records, files and other specific documents (in any format and medium) of the Trademarks which are in its possession, power or control

(the "**Technical Information**") as soon as possible after, but not later than one (1) month after the Effective Date, or shall instruct its advisors and agents to do so.

10. Upon delivery of a Trademark's Technical Information from Assignor to Assignee, Assignee shall be solely responsible for maintaining and defending such Trademark.

11. The only representations and warranties made with respect to the Trademarks are those set forth in the SAPA.

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

13. 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.

14. 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.

15. 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.

16. 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 of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

By: _____

Name: _____

Title: _____

For and on behalf of the Assignee

By: _____

Name: _____

Title: _____

Annex - Trademark Assignment
Bayer Corporation

Country	Trademark	Class	Applicant	Registration No.	Registration Date	Registration Status	Remarks
Poland	READY-CHEM	9	Bayer Corporation	118824	04-Jan-2000	Registered	
Puerto Rico	RAPIDLYTE	5	Bayer Corporation	49015	17-Sep-2001	Registered	
Puerto Rico	SERA-TEK	10	Bayer Corporation	14734	28-Dec-1987	Registered	
Singapore	RAPIDLYTE	5	Bayer Corporation	T00/042385	05-Oct-2002	Registered	
Singapore	RAPIDLYTE	10	Bayer Corporation	T00/042385E	05-Apr-2001	Registered	
Slovenia	HEMATEST	1, 5	Bayer Corporation	6390304	09-Nov-1993	Registered	
Slovenia	ICTOTEST	1, 5	Bayer Corporation	6390301	09-Nov-1993	Registered	
Spain	ACS-CENTAUR	10	Bayer Corporation	2113752	09-Apr-1999	Registered	
Spain	CBA	1	Bayer Corporation	1721888	20-Apr-1984	Registered	
Spain	CBA	10	Bayer Corporation	1721887	05-Jun-1985	Registered	
Spain	CHEM 1 AND DESIGN	10	Bayer Corporation	1109296	20-Mai-1987	Registered	
Spain	RAPIDLYTE	5	Bayer Corporation	2302044	20-Sep-2000	Registered	
Spain	SERALYZER	1	Bayer Corporation	1109984	05-Jun-1987	Registered	
Sweden	CHROMOLYTE	1	Bayer Corporation	219921	14-Dec-1990	Registered	
Sweden	CLINIMATE	10	Bayer Corporation	219340	09-Nov-1990	Registered	
Sweden	RAPIDLYTE	5, 10	Bayer Corporation	346470	25-Mai-2001	Registered	
Switzerland	CBA	1, 10	Bayer Corporation	400789	28-Jul-1992	Registered	
Switzerland	CLINICOUNT	10	Bayer Corporation	387387	21-Oct-1988	Registered	
Switzerland	CLINIMATE	10	Bayer Corporation	387388	21-Oct-1988	Registered	
Switzerland	GILFORD (Syltzeq)	9, 10	Bayer Corporation	228309	06-Oct-1987	Registered	
Switzerland	RAPIDLYTE	5, 10	Bayer Corporation	940928	22-Sep-2000	Registered	
Taiwan	RAPIDLYTE	5	Bayer Corporation	927785	16-Mai-2001	Registered	
Taiwan	RAPIDLYTE	10	Bayer Corporation	804579	01-Feb-2001	Registered	
Taiwan	RAPIDPLUS	10	Bayer Corporation	693406	01-Jun-1998	Registered	
United Kingdom	AUTOTECHNICON	9	Bayer Corporation	914518	11-Mai-1948	Registered	
United Kingdom	GILFORD (Syltzeq)	9	Bayer Corporation	2225807	15-Sep-1967	Registered	
United Kingdom	RAPIDLYTE	5, 10	Bayer Corporation	1323550	25-Aug-2000	Registered	
United Kingdom	TECHNICON IMMUNO 1	10	Bayer Corporation	1323550	08-Oct-1987	Registered	
United States of America	AUTOTECHNICON	10	Bayer Corporation	501455	10-Aug-1948	Registered	
United States of America	AUTOTECHNICON ULTRA	9	Bayer Corporation	842857	23-Jan-1969	Registered	
United States of America	CLINIMATE	10	Bayer Corporation	1587827	28-Sep-1989	Registered	
United States of America	SMA	9	Bayer Corporation	842037	08-Jan-1968	Registered	
Uruguay	READY-CHEM	9	Bayer Corporation	298929	18-Dec-1987	Registered	
Venezuela	RAPIDLYTE	10	Bayer Corporation	P228158	22-Nov-2000	Registered	
Venezuela	READY-CHEM	9	Bayer Corporation	0453887	08-Mai-1998	Registered	
Spain	TECHNICON CHEM 1	10	Bayer Corporation	1109294	20-Mai-1987	Registered	
Argentina	READY-CHEM	9	Chiron Diagnostics Corp.	1671049	12-Jun-1998	Registered	No change of name / assignment filed (Do Not Renew)
Bolivia	READY-CHEM	9	Chiron Diagnostics Corp.	7133-C	08-Mrz-1989	Registered	No change of name / assignment filed (Do Not Renew)
Ecuador	READY-CHEM	9	Chiron Diagnostics Corp.	3050-89	13-Mai-1998	Registered	Merger of Chiron into Bayer Corp. filed 10/15/1999