

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
Viterion TeleHealthcare LLC		12/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bayer HealthCare LLC		
Street Address:	100 Bayer Road		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2866677	VITERION TELEHEALTHCARE	
Registration Number:	2890088	VITERION	
Registration Number:	2841566	VITERION	
CORRESPONDENCE DATA			
Fax Number:	(412)778-4432		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-777-4860		
Email:	BayerTrademarkUS@bayer.com		
Correspondent Name:	Jeffrey M. Gitchel		
Address Line 1:	100 Bayer Road		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15205		
NAME OF SUBMITTER:	Jeffrey M. Gitchel		
Signature:	/Jeffrey M. Gitchel/		

CH \$90.00 2866677

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**TRADEMARK
 REEL: 003972 FRAME: 0418**

Date:

04/17/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 31st day of December, 2007 (the "Effective Date") by and between Viterion TeleHealthcare LLC, a limited liability company organized and existing under the laws of Delaware, and having an office at 100 Bayer Road, Pittsburgh, Pennsylvania 15205 (hereinafter referred to as the "Assignor") and Bayer HealthCare LLC, a limited liability company organized and existing under the laws of Delaware, and having an office at 100 Bayer Road, Pittsburgh, Pennsylvania 15205 (hereinafter referred to as the "Assignee") of the other part.

WHEREAS, the Assignor owns the trademarks and related registrations and/or applications listed in Annex A hereto (the "Trademarks") in the United States (the "Territory"); and

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.

NOW THEREFORE, the parties hereto agree as follows:

1. In consideration of the sum One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns to the Assignee, and the Assignee hereby accepts, all right, title and interest in and to the Trademarks and all goodwill related thereto in the Territory.

2. Assignor hereby divests itself of any and all rights it had in and to the Trademarks in the Territory and conveys them to Assignee, who shall hold such rights in place of Assignor, enjoying and benefiting from any and all the rights to the Trademarks in the Territory to the same extent as the Assignor would have enjoyed and benefited therefrom and taking Assignor's place in any and all claims, actions and obligations which may derive therefrom or relate thereto, including but not limited to claims for infringement or violation of the Trademarks that relate to actions that occurred prior to the Effective Date. Assignor hereby assigns to Assignee all its rights and obligations resulting from transactions between the Assignor and a third party in connection with the Trademarks.

3. 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.

4. Assignee shall be solely responsible for registering, recording or taking any other steps necessary to perfect this assignment of the Trademarks to Assignee. Assignee shall begin the process of registering, recording or otherwise perfecting this assignment within one (1) year of the Effective Date. Assignor agrees to cooperate fully with Assignee, at Assignee's cost, in registering, recording or otherwise perfecting this assignment. Assignee shall bear all costs related to the assignment of the Trademarks.

5. As of the Effective Date, the Assignee shall be solely responsible for maintaining and defending the Trademarks.

6. 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.

7. 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 the state of New York, without reference to its choice of laws provisions. Any amendments, modifications, alterations, or supplements to this Agreement shall be made in writing to be legally effective.

8. 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.

9. 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.

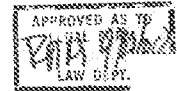
IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

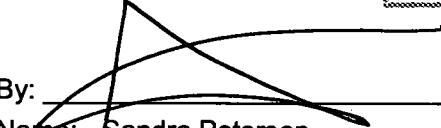
For and on behalf of the Assignee

VITERION TELEHEALTHCARE LLC

BAYER HEALTHCARE LLC



By: 

By: 

Name: Sunil Hazaray

Name: Sandra Peterson

Title: President

Title: President Diabetes Care

ANNEX A

<u>Trade Mark</u>	<u>Application/Registration No.</u>	<u>Class(es)</u>
VITERION TELEHEALTHCARE & Design	2866677	10
VITERION	2890088	44
VITERION	2841566	9, 10