

## 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
CareFusion 2200, Inc.		05/28/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Research Services Germany 234 GmbH		
Street Address:	Leibnizstr. 7		
City:	Hochberg		
State/Country:	GERMANY		
Postal Code:	97204		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3822365	VIAPEN	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-979-1191		
Email:	eorleman@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 S. 17th St.		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	D5859-00078		
DOMESTIC REPRESENTATIVE			
Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 S. 17th St.		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

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TRADEMARK

NAME OF SUBMITTER:	Nicole K. McLaughlin
Signature:	/Nicole K. McLaughlin/
Date:	08/03/2012
<b>Total Attachments: 8</b> source=assignment carefusion to research services germany#page1.tif source=assignment carefusion to research services germany#page2.tif source=assignment carefusion to research services germany#page3.tif source=assignment carefusion to research services germany#page4.tif source=assignment carefusion to research services germany#page5.tif source=assignment carefusion to research services germany#page6.tif source=assignment carefusion to research services germany#page7.tif source=assignment carefusion to research services germany#page8.tif	

**TRADEMARK ASSIGNMENT AND TRANSFER AGREEMENT**

between

**CareFusion 2200, Inc.**  
3750 Torrey View Ct.  
San Diego, CA 92130  
USA

- hereinafter referred to as “**Seller**” -

and

**Research Services Germany 234 GmbH,**  
Leibnizstr. 7,  
97204 Höchberg  
Germany

- hereinafter referred to as “**Purchaser**” -

(Seller and Purchaser hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”)

**PREAMBLE**

Whereas, Seller is owner of the trade names, registered and unregistered trademarks, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefore, set forth in the attached **Exhibit 1**, which relate to the Business (collectively, the “**Marks**”). Through this Trademark Assignment and Transfer Agreement

(this "Assignment"), Seller agrees to sell, convey, transfer and assign all right, title and interest in and to all Marks from Seller to Purchaser.

Whereas, this Assignment is made in connection with the sale, purchase and transfer of all shares in Research Services Germany 234 GmbH pursuant to that certain Agreement dated as of April 29, 2010, as amended (the "Purchase Agreement") between CareFusion Germany 234 GmbH and Blitz F10-acht-drei-fünf GmbH & Co. KG, a limited partnership organized under the laws of the Federal Republic of Germany and a wholly-owned subsidiary of eResearchTechnology, Inc., and is a condition to closing under, and is contemplated by Clause 12.2 and Schedule 10 of, the Purchase Agreement;

Whereas, Purchaser desires to acquire all of the right, title and interest of Seller in, to and under the Marks, together with the goodwill of the business symbolized by the Marks;

Now, therefore for good and valuable consideration described in the Purchase Agreement, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **1. Capitalized Terms**

Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

### **2. Assignment**

Seller hereby irrevocably contributes, sells, assigns, transfers and conveys unto Purchaser, effective as of the date and time of Completion (the "Effective Time"), all of its right, title and interest in and to the Marks, and to the applications and/or registrations for the Marks, together with the goodwill of the business symbolized by the Marks and the portion of the business of Seller to which the Marks pertain, including all renewal rights therein; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other

rights and interests arising out of, in connection with or in relation to the Marks as of the Effective Time.

### **3. Obligations of Seller**

Seller shall authorize and request the trademark officials in the United States to register all Marks in the name of Purchaser, as assignee of the entire interest of the Seller therein, and hereby represents and warrants that the Seller has full right to convey the entire interest herein assigned by it and that Seller has not executed and will not execute any agreements in conflict herewith.

Seller further agrees, for itself, its successors and its assigns, to execute such further documents and to perform such further lawful acts as may reasonably be required to effectuate this Assignment.

### **4. Representations and Warranties of Seller**

Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full power and authority to conduct its business as it is now conducted.

This Assignment constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms except as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies. Seller has the absolute and unrestricted right, power and authority to execute and deliver this Assignment and to perform its obligations under this Assignment, and such action has been duly authorized by all necessary corporate action.

### **5. Costs**

All costs in connection with the recordal of change of ownership of the Marks, in particular all fees necessary to make the recordals or registrations of the Marks including the costs of certification by notary public of any declarations, shall be borne by the Purchaser.

### **6. Arbitration and Waiver of Jury Trial**

All disputes, controversies or differences arising out of or in connection with this Assignment, including but not limited to any question regarding its existence, validity or termination, shall be settled in accordance with Sections 20.2 through 20.6 of the Purchase Agreement.

The Parties hereby knowingly, voluntary and intentionally waive any rights they may have to a trial by Jury in respect of an, litigation based hereon, or arising out of, under, or in connection with, this Assignment or any course of conduct, course of dealing, statements (whether oral or written) or actions of Seller and Purchaser.

### **7. Governing Law**

This Assignment shall be deemed to be a contract made under and governed by the laws of Germany, excluding its choice of law rules, with exclusion of the Vienna Convention on the International Sale of Goods dated April 11, 1980.

### **8. Entire Agreement and Modifications**

This Assignment supersedes all prior agreements (whether written or oral) between the Parties with respect to its subject matter (excluding the Purchase Agreement) and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Assignment may not be amended, supplemented, waived or otherwise modified except by a written agreement executed by the Party making such amendment, supplement, waiver or modification.

Should any of the provisions of this Agreement be or become invalid the validity of the other provisions remains unaffected. The Parties shall replace the provision that is or has become invalid by a provision which comes closest to the economic intension of the Parties.

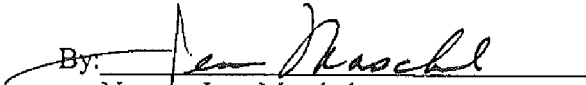
### **9. Counterparts**

This Assignment may be executed by the Parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Signatures to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

**[Signature pages follow]**

**SELLER:**

**CareFusion 2200, Inc.**

By:   
Name: Jean Maschal  
Title: Senior Vice President, Chief Accounting Officer & Controller



**Signature Page - TRADEMARK ASSIGNMENT AND TRANSFER AGREEMENT**

**PURCHASER:**

**Research Services Germany 234 GmbH**

Frankfurt am Main, May 28, 2010  
Place, Date

By: \_\_\_\_\_  
Name:  
Title:

A handwritten signature in black ink, appearing to read "P. W. Ste", written over a horizontal line.

**Exhibit 1  
TRADEMARKS**

OC Firm	OC Ref.	Status	Title	Country	Application No.	Filing Date	Reg. No.	Publication Date	Issue/Reg Date	Applicant (as registered)
Bricker	009307/149911	Allowed	VIAPEN	US	77383007	1/29/2008	77383007	9/1/2009	n/a	CareFusion 2200, Inc.

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