

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
Johnson & Johnson		12/27/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA	
Name:	TGG Medical Transitory, Inc.
Street Address:	10877 Wilshire Boulevard
Internal Address:	18th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	4026448	CELLEX
Registration Number:	4115195	THERAKOS
Registration Number:	4074104	UVADEX
Registration Number:	4006506	UVADEX
Registration Number:	3908397	UVAR
Registration Number:	3949903	UVAR XTS

CORRESPONDENCE DATA	
Fax Number:	2077747499
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	207-774-4000
Email:	cbacall@verrilldana.com
Correspondent Name:	Charles P. Bacall
Address Line 1:	One Portland Square

OP \$165.00 4026448

Address Line 2: P.O. Box 586
Address Line 4: Portland, MAINE 04112-0586

ATTORNEY DOCKET NUMBER:	45436-7518
NAME OF SUBMITTER:	Charles P. Bacall
Signature:	/Charles P. Bacall/
Date:	01/30/2013

Total Attachments: 9

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TRADEMARK ASSIGNMENT

WHEREAS, Johnson & Johnson, a New Jersey corporation having a principal place of business at One Johnson & Johnson Plaza, New Brunswick, New Jersey, USA (“Assignor”), is the sole and exclusive owner of the trademark registrations and trademark applications identified on Exhibit A attached hereto (hereinafter collectively referred to as the “Marks”);

WHEREAS, TGG Medical Transitory, Inc., a Delaware corporation having a principal place of business at 10877 Wilshire Boulevard, 18th Floor, Los Angeles, California, USA (“Assignee”), is desirous of acquiring said Marks; and

WHEREAS, pursuant to, and upon the terms of, that certain Asset Purchase Agreement dated as of October 5, 2012, by and among Ortho-Clinical Diagnostics, Inc., a New York corporation (“Seller”), TGG Medical Solutions, Inc., a Delaware corporation (“Buyer”) and, solely with respect to Section 6.07 thereof, Gores Capital Partners III, L.P., a Delaware limited partnership (as amended by Amendment No. 1 thereto dated December 21, 2012, the “Asset Purchase Agreement”), Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor’s right, title and interest in, to and under such Marks.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee effective as of December 27, 2012, and Assignee hereby accepts, all right, title and interest in and to the said Marks, including any common law, statutory and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the Marks (if any), and all the registration applications and registrations therefor, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Trademark Assignment had not been made, together with all rights to (i) bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks.

For a period of up to one year after the date hereof, (i) Assignor shall provide to Assignee the necessary information to permit Assignee at its expense to effect and perfect the transfer of the Marks and (ii) Assignor will reasonably cooperate with Assignee in filing appropriate documents to cancel all “registered user” filings worldwide that are in favor of Assignor or any of its affiliates; provided, however, after such period, Assignor shall have no further obligation under clauses (i) and (ii) of this sentence.

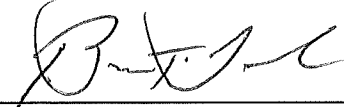
The persons signing below on behalf of Assignee and Assignor have the requisite power and authority to execute, deliver and perform this Trademark Assignment.

This Trademark Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed in its name as of the effective date above.

JOHNSON & JOHNSON

By: 

Name: Brian T. Jaenicke

Title: Assistant Secretary

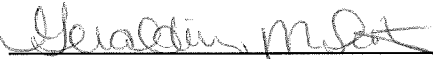
Address:

One Johnson & Johnson Plaza

New Brunswick, NJ 08933

State of New Jersey)
) ss.
County of Middlesex)

On this 27th day of December, 2012, before me appeared _____, the person who signed this instrument, who acknowledged that he signed it as a free act of his own on behalf of the identified corporation with authority to do so.


Notary Public, State of New Jersey
My Commission Expires JULY 14, 2013
Recorded in Middlesex County

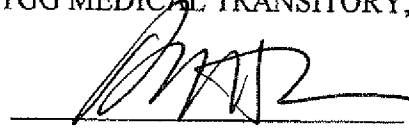
GERALDINE M. SUTERA
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 14, 2013

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004951 FRAME: 0707

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed in its name as of the effective date above.

TGG MEDICAL TRANSITORY, INC.



By: Daniel Abrams

Title: Vice President

Address:

10877 Wilshire Boulevard, 18th

Floor

Los Angeles, CA 90024

State of _____)
County of _____) ss.

On this _____ day of December, 2012, before me appeared Daniel Abrams, the person who signed this instrument, who acknowledged that he signed it as a free act of his own on behalf of the identified corporation with authority to do so.

Notary Public, State of _____
My Commission Expires _____
Recorded in _____
County _____

See Attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On December 26, 2012 before me, Tami Lynn McGuirt, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Abrams
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment

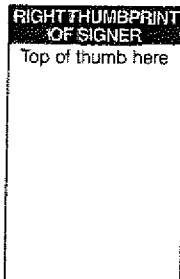
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

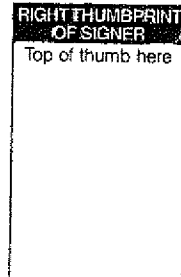
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT A

Trademark	Country	Status	Filing number	Registration number
CELLEX	AUSTRALIA	REGISTERED	1247613	1247613
CELLEX	BRAZIL	REGISTERED	829797149	829797149
CELLEX	CANADA	REGISTERED	1398763	799868
CELLEX	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	6781175	6781175
CELLEX	COLOMBIA	REGISTERED	149642	403382
CELLEX	EUROPEAN COMMUNITY (EUROPEAN UNION)	REGISTERED	4332946	4332946
CELLEX	EUROPEAN COMMUNITY (EUROPEAN UNION)	REGISTERED	006871974	006871974
CELLEX	INDIA	REGISTERED	1709686	1709686
CELLEX	ISRAEL	REGISTERED	212191	212191
CELLEX	KOREA (SOUTH)	REGISTERED	40-2008-28435	833716
CELLEX	MALAYSIA	REGISTERED	2008/12341	08012341
CELLEX	MEXICO	REGISTERED	941,582	1175049
CELLEX	NEW ZEALAND	REGISTERED	790448	790448
CELLEX	NORWAY	REGISTERED	200809597	250083
CELLEX	RUSSIAN FEDERATION	REGISTERED	2008719161	384750
CELLEX	SAUDI ARABIA	REGISTERED	131677	1105/18
CELLEX	SINGAPORE	REGISTERED	T0807944A	T0807944A
CELLEX	TAIWAN	REGISTERED	(97) 26522	1349759
CELLEX	THAILAND	REGISTERED	698568	Kor329044
CELLEX	TURKEY	REGISTERED	2008/35803	2008 35803
CELLEX	UNITED STATES OF AMERICA	REGISTERED	77/489274	4026448
CENTRICEPTOR	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	93065396	726028
CENTRILUMME	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	93065397	726027
CENTRINET	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	93065398	726024
CENTRINETWARE	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	93065399	726026
PAC	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	93065427	731006
PHOTOCEPTOR	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	93065429	731004

PHOTOSETTE	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	93065430	731030
THERAKOS	AUSTRALIA	REGISTERED	1246805	1246805
THERAKOS	BRAZIL	REGISTERED	817566295	817566295
THERAKOS	BRAZIL	REGISTERED	829755640	829755640
THERAKOS	BRAZIL	REGISTERED	829755578	829755578
THERAKOS	BRAZIL	REGISTERED	829755454	829755454
THERAKOS	CANADA	PUBLISHED	1399848	
THERAKOS	CHILE	REGISTERED	824902	842355
THERAKOS	CHILE	REGISTERED	824901	842356
THERAKOS	CHILE	REGISTERED	824900	842357
THERAKOS	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	6787581	6787581
THERAKOS	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	93065391 [757813 shown on Saegis]	757813
THERAKOS	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	6787580	6787580
THERAKOS	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	93065443 [731008 shown on Saegis]	731008
THERAKOS	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	6787582	6787582
THERAKOS	COLOMBIA	REGISTERED	10 58801	411.745
THERAKOS	COLOMBIA	REGISTERED	10 58.817	411.751
THERAKOS	COLOMBIA	REGISTERED	10 58798	411.744
THERAKOS	EUROPEAN COMMUNITY (EUROPEAN UNION)	REGISTERED	3413771	003413771
THERAKOS	EUROPEAN COMMUNITY (EUROPEAN UNION)	REGISTERED	5124111	5124111
THERAKOS	GERMANY	REGISTERED	6737	707554
THERAKOS	INDIA	REGISTERED	1709691	1709691
THERAKOS	INDIA	REGISTERED	1709694	1709694
THERAKOS	INDIA	REGISTERED	1709690	1709690
THERAKOS	ISRAEL	REGISTERED	212220	212220
THERAKOS	ISRAEL	REGISTERED	212219	212219
THERAKOS	ISRAEL	PUBLISHED	212218	
THERAKOS	KOREA (SOUTH)	REGISTERED	45-2008-3564	28451
THERAKOS	MALAYSIA	PUBLISHED	2008/12344	
THERAKOS	MALAYSIA	REGISTERED	2008/12342	08012342

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THERAKOS	MALAYSIA	REGISTERED	2008/12343	08012343
THERAKOS	MEXICO	REGISTERED	966,644	1,104,434
THERAKOS	MEXICO	APPLICATION	966,645	
THERAKOS	MEXICO	REGISTERED	966643	1102786
THERAKOS	NEW ZEALAND	REGISTERED	790510	790510
THERAKOS	PORTUGAL	valid/ REGISTERED/ use requested	277410	277410
THERAKOS	PORTUGAL	valid/ REGISTERED/ use requested	277411	277411
THERAKOS	RUSSIAN FEDERATION	REGISTERED	2008719479	384044
THERAKOS	SAUDI ARABIA	REGISTERED	131722	1105/14
THERAKOS	SAUDI ARABIA	REGISTERED	131723	1122/38
THERAKOS	SAUDI ARABIA	REGISTERED	131721	1122/39
THERAKOS	SINGAPORE	REGISTERED	T0808033D	T0808033D
THERAKOS	TAIWAN	REGISTERED	(97) 27009	1357205
THERAKOS	THAILAND	REGISTERED	698276	Bor44166
THERAKOS	THAILAND	REGISTERED	698275	Kor307583
THERAKOS	THAILAND	REGISTERED	698274	Kor307582
THERAKOS	TURKEY	REGISTERED	2008/36527	2008 36527
THERAKOS	UNITED STATES OF AMERICA	REGISTERED	77/489277	4115195
UVADEX	CANADA	PUBLISHED	1396447	
UVADEX	TURKEY	REGISTERED	2005/23540	2005 23540
UVADEX	UNITED STATES OF AMERICA	REGISTERED	77/489275	4006506
UVADEX	UNITED STATES OF AMERICA	REGISTERED	85/319332	4074104
UVAR	ARGENTINA	REGISTERED	2864117	2311287
UVAR	CANADA	REGISTERED	553333	425865
UVAR	JAPAN	REGISTERED	119194	2077603
UVAR	JAPAN	REGISTERED	7765	2086031
UVAR	SWEDEN	REGISTERED	07913	208533
UVAR	UNITED STATES OF AMERICA	REGISTERED	77/489273	3908397
UVAR XTS	AUSTRALIA	REGISTERED	1351859	1351859
UVAR XTS	BRAZIL	PUBLISHED	830551042	

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UVAR XTS	CANADA	REGISTERED	1472501	794467
UVAR XTS	CHILE	REGISTERED	897665	890884
UVAR XTS	CHINA, PEOPLES REPUBLIC (PRC)	REGISTERED	8133733	8133733
UVAR XTS	COLOMBIA	REGISTERED	10 131.283	420511
UVAR XTS	EUROPEAN COMMUNITY (EUROPEAN UNION)	REGISTERED	008922239	008922239
UVAR XTS	ISRAEL	REGISTERED	227864	227864
UVAR XTS	KOREA (SOUTH)	REGISTERED	40-2010-13958	863537
UVAR XTS	MALAYSIA	REGISTERED	2010/05797	2010005797
UVAR XTS	MEXICO	REGISTERED	1,094,562	1164364
UVAR XTS	NEW ZEALAND	REGISTERED	820594	820594
UVAR XTS	NORWAY	REGISTERED	201002750	256336
UVAR XTS	SAUDI ARABIA	REGISTERED	152682	1307/27
UVAR XTS	SINGAPORE	REGISTERED	T1003457C	T1003457C
UVAR XTS	TAIWAN	REGISTERED	099010432	1448947
UVAR XTS	THAILAND	REGISTERED	761506	Kor346411
UVAR XTS	TURKEY	REGISTERED	2010/17524	2010/17524
UVAR XTS	UNITED STATES OF AMERICA	REGISTERED	77/948145	3949903

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