

## 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		07/31/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Kedrion Melville Inc.		
Street Address:	400 Kelby Street		
City:	Fort Lee		
State/Country:	NEW JERSEY		
Postal Code:	07024		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0853080		
Registration Number:	0993344	MICRHOGAM	
Registration Number:	0836219	RHOGAM	
CORRESPONDENCE DATA			
Fax Number:	2129355728		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	fcolucci@colucci-umans.com, jyoona@colucci-umans.com		
Correspondent Name:	Frank J. Colucci		
Address Line 1:	218 East 50th Street		
Address Line 2:	COLUCCI & UMANS		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	D881-005/006/007		
NAME OF SUBMITTER:	Frank J. Colucci		

OP \$90.00 0853080

Signature:	/Frank J. Colucci/
Date:	02/07/2013
<b>Total Attachments: 11</b> source=EXECUTED Trademark Assignment J&J 1.22.13#page1.tif source=EXECUTED Trademark Assignment J&J 1.22.13#page2.tif source=EXECUTED Trademark Assignment J&J 1.22.13#page3.tif source=EXECUTED Trademark Assignment J&J 1.22.13#page4.tif source=EXECUTED Trademark Assignment J&J 1.22.13#page5.tif source=EXECUTED Trademark Assignment J&J 1.22.13#page6.tif source=EXECUTED Trademark Assignment J&J 1.22.13#page7.tif source=EXECUTED Trademark Assignment J&J 1.22.13#page8.tif source=EXECUTED Trademark Assignment J&J 1.22.13#page9.tif source=EXECUTED Trademark Assignment J&J 1.22.13#page10.tif source=EXECUTED Trademark Assignment J&J 1.22.13#page11.tif	

## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** is made and entered into as of July 31, 2012, between Kedrion Melville Inc., a Delaware corporation ("Assignee") having a place of business at Parker Plaza, 400 Kelby Street, Fort Lee, New Jersey 07024 United States of America and Johnson & Johnson, a New Jersey corporation ("Assignor"), having a place of business at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933 United States of America.

**WHEREAS**, pursuant to, and upon the terms of, that certain Purchase Agreement dated as of July 21, 2012 (the "Purchase Agreement"), by and between Assignee and Ortho-Clinical Diagnostics, Inc., a New York Corporation ("Seller"), Assignee agreed to purchase (either directly or through one or more of its Affiliates), Seller's (or its Affiliates') worldwide right, title and interest in, to and under certain trademarks, service marks, trade dress, logos, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals therefore as set forth on Schedule A annexed hereto (hereinafter referred to as the "Trademarks"). Each capitalized term used and not defined in this Trademark Assignment shall have the meaning assigned to it in the Purchase Agreement;

**WHEREAS**, pursuant to the Purchase Agreement, Assignee (or an Affiliate of Assignee) has or will purchase certain assets related to the Business and to which the Trademarks pertain; and

**WHEREAS**, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under such Trademarks.

**NOW, THEREFORE**, Assignor, in consideration of the sum of Ten Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, and all the rights appurtenant thereto, together with the goodwill associated therewith and which is symbolized thereby, all of Assignor's rights and actions for past infringement and/or misappropriation, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Trademark Assignment not been made.


For a period of 24 months following the Principal Closing Date, Assignor agrees to provide reasonable assistance to Assignee in connection with the provision of the necessary information to permit Assignee at its expense to effect and perfect the transfer of the registrations of the Trademarks and Assignor agrees to 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. After such period Assignor shall have no further obligation hereunder.

Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.


This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that parties need not sign the same counterpart. The parties further agree that counterparts to this Trademark Assignment may be delivered by facsimile or electronic transmission.

**IN WITNESS WHEREOF**, the parties have caused their respective duly authorized officers or representatives to execute this Trademark Assignment as of the date first above written.

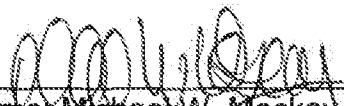
JOHNSON & JOHNSON

By:   
Name: BRIAN T. JAENICKE  
Title: Assistant Secretary

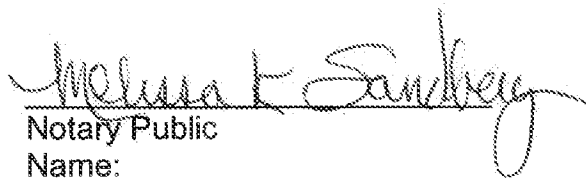
Signed and sworn before me on this 3rd day of DECEMBER, 2012.

  
Notary Public  
Name: MARCIA M. PERELMAN  
Notary Number: NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Sept. 28, 2014

KEDRION MELVILLE INC.

By:   
Name: Michael W. Mackay  
Title: Secretary

Signed and sworn before me on this 8<sup>th</sup> day of November 2012.



Notary Public  
Name:  
Notary Number:

MELISSA K. SANDBERG  
Notary Public, State of New York  
No. 01SA6192735  
Qualified in New York County  
Commission Expires September 2, 2016

**SCHEDULE A**

**Argentina**

<u>Mark</u>	<u>Application/Registration No.</u>
Double Circle & Cross	1,929,649
RHOGAM	1,503,589

**Australia**

<u>Mark</u>	<u>Application/Registration No.</u>
Double Circle & Cross	218,665
MICRHOGAM	317,324

**Bahamas**

<u>Mark</u>	<u>Application/Registration No.</u>
MICRHOGAM	9,097
RHOGAM	5,184

**Bermuda**

<u>Mark</u>	<u>Application/Registration No.</u>
MICRHOGAM	8,668

**Bolivia**

<u>Mark</u>	<u>Application/Registration No.</u>
MICRHOGAM	54,040

**Brazil**

<u>Mark</u>	<u>Application/Registration No.</u>
MICRHOGAM	780091086
RHOGAM	6022529

**Bulgaria**

Mark

Application/Registration No.

RHOGAM

5,491

**Canada**

Mark

Application/Registration No.

MICRHOGAM

208,845

RHOGAM

159,470

**Chile**

Mark

Application/Registration No.

MICRHOGAM

855,303

RHOGAM

807,857

**China**

Mark

Application/Registration No.

MICRHOGAM

744,754

RHOGAM

746,130

**Colombia**

Mark

Application/Registration No.

MICRHOGAM

279,871

RHOGAM

280,310

**Costa Rica**

Mark

Application/Registration No.

MICRHOGAM

54,942

RHOGAM

165,465

**Cyprus**

<u>Mark</u>	<u>Application/Registration No.</u>
MICRHOGAM	18,768
RHOGAM	10,622

**Denmark**

<u>Mark</u>	<u>Application/Registration No.</u>
MICRHOGAM	3,342
RHOGAM	3,081

**Dominican Republic**

<u>Mark</u>	<u>Application/Registration No.</u>
MICRHOGAM	27,965
RHOGAM	15,385

**Ecuador**

<u>Mark</u>	<u>Application/Registration No.</u>
RHOGAM	4,608

**El Salvador**

<u>Mark</u>	<u>Application/Registration No.</u>
MICRHOGAM	118/81
RHOGAM	135/123

**Finland**

<u>Mark</u>	<u>Application/Registration No.</u>
MICRHOGAM	76,874
RHOGAM	51,447

**Greece**

<u>Mark</u>	<u>Application/Registration No.</u>
RHOGAM	36,746



**Guatemala**

Mark

Application/Registration No.

MICRHOGAM  
RHOGAM

36,037  
151,939

**Hong Kong**

Mark

Application/Registration No.

MICRHOGAM  
RHOGAM

19841922  
1,373

**Iceland**

Mark

Application/Registration No.

MICRHOGAM

359

**Ireland**

Mark

Application/Registration No.

MICRHOGAM  
RHOGAM

93,974  
72,254

**Israel**

Mark

Application/Registration No.

MICRHOGAM  
RHOGAM

46,214  
26,854

**Kenya**

Mark

Application/Registration No.

MICRHOGAM  
RHOGAM

24,746  
19,493

**New Zealand**

Mark

Application/Registration No.

Double Circle & Cross  
RHOGAM

86,767  
84,378

**Nicaragua**

Mark

Application/Registration No.

MICRHOGAM  
RHOGAM

10,111  
0801078 LM

**Nigeria**

Mark

Application/Registration No.

RHOGAM

23,549

**Norway**

Mark

Application/Registration No.

MICRHOGAM  
RHOGAM

103,464  
76,485

**Panama**

Mark

Application/Registration No.

MICRHOGAM  
RHOGAM

23,496  
13,788

**Paraguay**

Mark

Application/Registration No.

MICRHOGAM  
RHOGAM

314,007  
271,397

**Peru**

Mark

Application/Registration No.

RHOGAM

10,795

**Philippines**

<u>Mark</u>	<u>Application/Registration No.</u>
RHOGAM	36,899

**Poland**

<u>Mark</u>	<u>Application/Registration No.</u>
RHOGAM	47,186

**Sierra Leone**

<u>Mark</u>	<u>Application/Registration No.</u>
RHOGAM	9,440

**Singapore**

<u>Mark</u>	<u>Application/Registration No.</u>
RHOGAM	T79/81068H

**South Africa**

<u>Mark</u>	<u>Application/Registration No.</u>
Double Circle & Cross	68/2060
MICRHOGAM	78/1605
RHOGAM	170

**Sweden**

<u>Mark</u>	<u>Application/Registration No.</u>
Double Circle & Cross	125,032
MICRHOGAM	167,318
RHOGAM	120,797

**Tanzania  
(Tanganyika)**

<u>Mark</u>	<u>Application/Registration No.</u>
RHOGAM	15,032

**Tanzania  
(Zanzibar)**

<u>Mark</u>	<u>Application/Registration No.</u>
RHOGAM	15,032

**Thailand**

<u>Mark</u>	<u>Application/Registration No.</u>
MICRHOGAM	82,559
RHOGAM	56,217

**Turkey**

<u>Mark</u>	<u>Application/Registration No.</u>
MICRHOGAM	104,976

**Uganda**

<u>Mark</u>	<u>Application/Registration No.</u>
RHOGAM	12,995

**United Kingdom**

<u>Mark</u>	<u>Application/Registration No.</u>
Double Circle & Cross	924,145
MICRHOGAM	1,093,709
RHOGAM	898,818

**United States of America**

<u>Mark</u>	<u>Application/Registration No.</u>
Double Circle & Cross	853,080
MICRHOGAM	993,344
RHOGAM	836,219

**Uruguay**

Mark

Application/Registration No.

MICRHOGAM  
RHOGAM

398,326  
366,179

**Venezuela**

Mark

Application/Registration No.

MICRHOGAM

95,932

**Zambia**

Mark

Application/Registration No.

RHOGAM

203

**Zimbabwe**

Mark

Application/Registration No.

MICRHOGAM  
RHOGAM

175  
542