

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Viterion Corporation		07/01/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Viterion Corporation		
Street Address:	565 Taxter Road Suite 175		
City:	Elmsford		
State/Country:	NEW YORK		
Postal Code:	10523		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78251364	VITERION	
Serial Number:	78124802	VITERION	
Serial Number:	78124799	VITERION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	robert.l.kalkstein@gmail.com		
Correspondent Name:	Robert Kalkstein		
Address Line 1:	565 Taxter Road Suite 175		
Address Line 4:	Elmsford, NEW YORK 10523		
NAME OF SUBMITTER:	Robert Kalkstein		
Signature:	/Robert Kalkstein/		
Date:	07/01/2013		

OP \$90.00 78251364

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is entered into this 30th day of April, 2013 ("Assignment Effective Date"), by and between Bayer Healthcare LLC, a Delaware limited liability company ("Assignor"), and Viterion Corporation, a New York corporation ("Assignee"). Each of Assignor and Assignee is sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties."

WHEREAS, the Assignor and Assignee have entered into that certain Asset Sale and Purchase Agreement dated as of March 29, 2013 (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor has agreed to, among other things, sell, convey, transfer, assign and deliver to the Assignee all of Assignor's right, title, and interest in, to and under all the Owned Intellectual Property, including the Owned Intellectual Property set forth on Exhibit A, free and clear of all Encumbrances other than the Permitted Encumbrances.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.

2. Transfer of Owned Intellectual Property. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor's right, title, and interest in, to and under the Owned Intellectual Property, including any and all copyright rights therein, together with all of the goodwill associated with any and all of the foregoing, including any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, dilution, misappropriation and any other violations of the Owned Intellectual Property, the right to sue for, collect, recover and receive all damages, profits, costs, fees, proceeds and other remedies associated therewith, any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Owned Intellectual Property, and all rights to file for and maintain registrations for the Owned Intellectual Property, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives.

3. Further Assurances. Assignor shall, for no additional consideration, execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Owned Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed manually or by facsimile or electronic signature by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Party. Assignee shall have the right to retain the Assignor's manual signature version.

6. Governing Law. This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of New York without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of New York.

7. Successors; Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Assignor and Assignee.

8. Headings. The headings of the sections and subsections of this Assignment are inserted for convenience only and shall not affect the construction or interpretation of this Assignment.

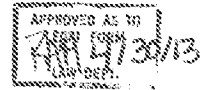
9. Effectiveness. This Assignment shall be effective as of the Assignment Effective Date.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment effective as of the Assignment Effective Date.

ASSIGNOR:

Bayer HealthCare LLC



By *Laura Mezey*

Name: Laura Mezey

Title: Vice President & Assistant General Counsel

STATE OF New York)

COUNTY OF Putnam) SS:

The foregoing instrument was acknowledged before me this 30th day of April, 2013, by Laura Mezey.

Rocanne M. Peruzza
Notary Public

ROCANNE M. PERRUZZA
Notary Public, State of New York
No. 01PE6155988
Qualified in Putnam County
Commission Expires Nov. 20, 2014

*2014
rmp*

ASSIGNEE:

Viterion Corporation

By _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment effective as of the Assignment Effective Date.

ASSIGNOR:

Bayer Healthcare LLC

By _____

Name:

Title:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by

Notary Public

ASSIGNEE:

Viterion Corporation

By *Kenti Serikouch*

Name: KENTI SERIKOUCH

Title: PRESIDENT

STATE OF New York

COUNTY OF Westchester

The foregoing instrument was acknowledged before me this 30 day of April, 2013, by

Paula A. Harney
Notary Public

PAULA A. HARNEY
Notary Public - State of New York
No. 4889023
Qualified in Westchester County [Signature Page to Intellectual Property Assignment]
My Commission Expires July 6, 2014

Exhibit A

Owned Intellectual Property

<u>Country</u>	<u>Trademark</u>	<u>Int'l classes</u>	<u>Status</u>	<u>Application no.</u>	<u>Application date</u>	<u>Registration no.</u>	<u>Registration date</u>	<u>Proprietor</u>
United States of America	VITERION	9	REG	78/251364	19 May 2003	2936968	29 Mar 2005	Seller
United States of America	VITERION	44	REG	78/124802	29 Apr 2002	2890088	28 Sep 2004	Seller
United States of America	VITERION	9	REG	78/124799	29 Apr 2002	2841566	11 May 2004	Seller

Product Branding Materials

Viterion®

Viterion Connect

Viterion TeleHealthcare For Every Life You Touch



DB1/73304118.2