

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
MorphoSys AG		02/04/2013	CORPORATION: GERMANY

**RECEIVING PARTY DATA**

Name:	DiaMed GmbH
Street Address:	Pra Rond 23
City:	1785 Cressier FR
State/Country:	SWITZERLAND
Entity Type:	LIMITED LIABILITY COMPANY: SWITZERLAND

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3390694	ABD SEROTEC
Registration Number:	3727172	LYNX RAPID CONJUGATION KIT
Registration Number:	3773944	ANTIBODYDETECTIVE
Registration Number:	4266465	ABGUARD

**CORRESPONDENCE DATA**

Fax Number: 4155760200  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (415) 576-0200  
 Email: vcordial@kilpatricktownsend.com  
 Correspondent Name: Margaret C. McHugh, Kilpatrick Townsend  
 Address Line 1: Two Embarcadero Center, 8th Floor  
 Address Line 4: San Francisco, CALIFORNIA 94111-3833

ATTORNEY DOCKET NUMBER:	65654-702240
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**DOMESTIC REPRESENTATIVE**

OP \$115.00 3390694

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Margaret C. McHugh
Signature:	/Margaret C. McHugh/
Date:	02/07/2014

**Total Attachments: 4**

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## Trademark Assignment Agreement

between

**MorphoSys AG**, a German stock corporation with registered offices at Martinsried, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under HRB 121023

- hereinafter sometimes referred to as “**Assignor**” -

and

**DiaMed GmbH**, a limited liability company organized under the laws of Switzerland, with its registered offices at Route du Pra Rond 23, c/o DiaMed Holding AG, 1785 Cressier FR, Switzerland and registered under no. CH-217-0530773-2

- hereinafter sometimes referred to as “**Assignee**” -

- Assignor and Assignee hereinafter individually and collectively sometimes referred to as “**Party**”/”**Parties**” -

### Preamble

WHEREAS, the Assignor on the one side and – inter alia – the Assignee on the other side, entered into and agreed upon an asset and share sale transfer and license agreement dated December 17, 2012 (A. Prot. 235/2012 of notary Etienne Petitpierre ) – the “**APA**” – by which the Assignor sold and transferred certain Transferred Registered IPR to the Assignee;

WHEREAS, Assignor is registered as the owner of the trademarks listed on **Schedule A** (“**Trademarks**”) attached hereto; and

WHEREAS, Assignee has acquired the entire right, title and interest in and to the Trademarks from Assignor.

Now, therefore, the Parties hereto enter into and agree upon this trademark assignment agreement (the “**Agreement**”):

1. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor confirms that Assignor has assigned, and by these presents does assign to Assignee, its successors and assigns the entire right, title and interest of any kind throughout the world, including without limitation: (i) all registered trademarks and trademark applications listed in **Schedule A**, including all extensions and renewals of such applications and registrations and the right to apply for any of the foregoing and all federal, state, foreign, statutory and common law and all other rights in the foregoing including moral rights and the goodwill associated with the trademarks; and (ii) 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 (iii) any and all other rights and interests arising out of, in connection with or in relation to the Trademarks.
2. Assignor further agrees that Assignor will, at Assignee's expense: (i) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (ii) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks in any and all countries, and to vest title thereto in Assignee; and (iii) Assignor undertakes to cooperate in good faith and lend reasonable assistance to Assignee in connection with any enforcement or defense of the Trademarks.

3. This Agreement is subject to the laws of Germany, without its conflict of laws principles.
4. Defined terms in this Agreement shall have the same meaning as the corresponding defined term in the APA Agreement, unless they have been given a different meaning in this Agreement. In case of any deviations of this Agreement from the APA Agreement, the APA Agreement shall prevail.
5. All amendments to this Agreement, including, without limitation, a change of this clause itself, must be made in writing and with express reference to this Agreement, unless notarization or any other form is required.
6. All exhibits are an integral part of this Agreement.
7. If any of the provisions of this Agreement shall become or be held invalid, ineffective or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid, ineffective or unenforceable provision shall be deemed to be automatically amended and replaced without the necessity of further action by the parties hereto by such form, substance, time, measure and jurisdiction as shall be valid, effective and enforceable and as shall accomplish as far as possible the purpose and intent of the invalid, ineffective or unenforceable provision. The aforesaid shall apply *mutatis mutandis* for any situation not contemplated and covered by this Agreement.

Place: MARTINSRIED

Place: CRESSIER


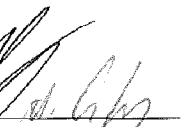
Date: JANUARY 29, 2013,

Date: FEBRUARY 4, 2013,

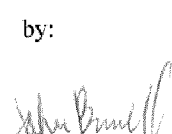
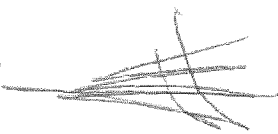
**Assignor MorphoSys AG**

**Assignment accepted and agreed**

by:

  
 Dr. Bernd Hutter, Senior Director, Head of IP  
  
 Claudia Gorgey, Specialist, IP

by:

  
 BUSSELL JOHN, DIRECTOR  
  
 HANNELSPACH FRANCIS, OFFICER WITH PROLEGATION

SCHEDULE A

TRADEMARKS

Trademark family MS-M12 AbD Serotec

<u>Our Ref.:</u>	<u>Country</u>	<u>Serial Number:</u>	<u>Status:</u>
MS-M12-CTM	EU	CTM 005069232	Registered
MS-M12-US	US	US 3,390,694	Registered

Trademark family MS-M18 Lynx Rapid Conjugation Kit

<u>Our Ref.:</u>	<u>Country</u>	<u>Serial Number:</u>	<u>Status:</u>
MS-M18-CTM	EU	CTM 006580427	Registered
MS-M18-US	US	US 3,727,172	Registered

Trademark family MS-M19 Antibody Detective

<u>Our Ref.:</u>	<u>Country</u>	<u>Serial Number:</u>	<u>Status:</u>
MS-M19-CTM	EU	CTM 006580534	Registered
MS-M19-US	US	US 3,773,944	Registered

Trademark family MS-M21 AbGuard

<u>Our Ref.:</u>	<u>Country</u>	<u>Serial Number:</u>	<u>Status:</u>
MS-M21-CTM	EU	CTM 009752338	Registered
MS-M21-US	US	US 4,366,465	Registered