

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM310888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer B.V.		07/01/2013	LIMITED LIABILITY COMPANY: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Bayer HealthCare LLC		
Street Address:	100 Bayer Road		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4242305	RESULTIX	
CORRESPONDENCE DATA			
Fax Number:	4127784432		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	412-777-4860		
Email:	BayerTrademarkUS@bayer.com		
Correspondent Name:	Jeffrey M. Gitchel		
Address Line 1:	100 Bayer Road		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15205		
NAME OF SUBMITTER:	Jeffrey M. Gitchel		
SIGNATURE:	/Jeffrey M. Gitchel/		
DATE SIGNED:	07/16/2014		
Total Attachments: 3			
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Execution copy

**Annex 1.3
Trademark Assignment Agreement**

**Trademark Assignment Agreement
(the "AGREEMENT")**

Between

1. Bayer B.V., a company incorporated and existing under the laws of The Netherlands having its registered offices at Energieweg 1, 3641 RT Mijdrecht, The Netherlands

(hereinafter referred to as "ASSIGNOR")

and

2. Bayer HealthCare, LLC, a company incorporated and existing under the laws of the United States of America having its registered offices at Shawnee, Mission, KS 66201, U.S.A.

(hereinafter referred to as "ASSIGNEE").

WHEREAS:

- (A) ASSIGNOR and ASSIGNEE have signed an Asset Sale and Transfer Agreement (hereinafter referred to as "ASTA") on even date hereof by which ASSIGNEE sells certain assets to ASSIGNEE.
- (B) In the ASTA, ASSIGNOR has agreed to assign, all of ASSIGNOR'S right, title and interest in and to the trademarks in Schedule 1 of this AGREEMENT (hereinafter referred to as the "TRADEMARKS").
- (C) Any capitalized undefined terms used in this AGREEMENT shall have the meaning given to such terms in the SALE AND LICENSE AGREEMENT.

Now therefore, the parties of this AGREEMENT agree as follows:

1. ASSIGNOR hereby sells, conveys, delivers, assigns and transfers to ASSIGNEE or its nominated representative any and all right, title and interest in and to the TRADEMARKS. This includes the right to sue for and to recover damages and other remedies in respect of any causes of action whether in law or in equity (including, without limitation, infringement of or acts of passing off in respect of the TRADEMARKS which may have occurred before the date of this AGREEMENT), the right to use and enjoyment (including, without limitation, the right to all income, royalties and payments due or payable with respect to the TRADEMARKS) and any other rights and all the goodwill attached to the TRADEMARKS.
3. ASSIGNEE shall be responsible for the preparation of all documents necessary for the recordation of the assignment of the TRADEMARKS. All costs shall be borne by ASSIGNEE. ASSIGNOR shall on ASSIGNEE's request and expense do and execute or arrange for the doing and executing of all acts, deeds and documents reasonably necessary for the recordation of the assignment of the TRADEMARKS and the release, termination, or other disposition reasonably required by ASSIGNEE of any registered user agreement or the like involving any of the TRADEMARKS. Without limiting the foregoing, ASSIGNOR and ASSIGNEE shall act in good faith and on a rea-

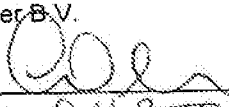
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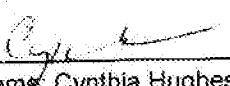
- sonably timely basis in respect of the recordation of the assignment of the TRADEMARKS.
9. After execution of this AGREEMENT, ASSIGNOR shall hold the TRADEMARKS as nominee and trustee for and on behalf of ASSIGNEE and shall use its reasonable endeavors (subject to reimbursement of fees or other mandatory expenses, unless the transfer has not occurred due to circumstances which fall under ASSIGNOR's responsibility) to maintain the TRADEMARKS until the assignment of the TRADEMARKS is recorded. If a third party initiates proceedings within the aforesaid period challenging the validity of the TRADEMARKS or opposing the registration of a pending application, ASSIGNOR shall provide to ASSIGNEE (at ASSIGNEE's sole cost and expense) all assistance reasonably necessary in order to defend the TRADEMARKS.
 10. The parties hereby request and authorize the relevant authorities to record ASSIGNEE as the assignee and owner of the TRADEMARKS.
 11. The interpretation and performance of this AGREEMENT shall be governed by the material Laws of The Netherlands, excluding its conflicts of law rules. The Amsterdam court shall have exclusive jurisdiction to settle any dispute directly related to a breach of this Agreement.
 12. This AGREEMENT shall be binding upon and inures to the benefit of both parties and their respective successors and assigns.

This AGREEMENT has been duly signed by the authorized representatives of both parties.

Bayer B.V.


Name: C.H.A. Roersvelt
Title: Managing Director
Place: Mijdrecht, NL
Date: 19 August 2013

Bayer HealthCare, LLC


Name: Cynthia Hughes-Coons
Title: Assistant General Counsel & Secretary
Place: Shawnee, Kansas USA
Date: July 31, 2013

Schedule 1

[Please include here the table with Trademarks in Annex 1.1.2 of the ASTA]

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**Annex 1.1.2
Transferred Trademarks**

Country	Trademark	Class	Owner	Application No.	Application Date	Registration No.	Registration Date	Status
Australia	LIBREVIA	5	Bayer B.V.	1556987	15-Mai-2013			Pending
Benelux	LIBREVIA	5	Bayer B.V.	1287324	24-Apr-2013			Pending
Brazil	LIBREVIA	5	Bayer B.V.	906195586	03-Mai-2013			Pending
Canada	LIBREVIA	5	Bayer B.V.	1626047	09-Mai-2013			Pending
European Union	LIBREVIA	5	Bayer B.V.	011787009	02-Mai-2013			Pending
Mexico	LIBREVIA	5	Bayer B.V.	1370343	02-Mai-2013			Pending
New Zealand	LIBREVIA	5	Bayer B.V.	976748	03-Apr-2013			Pending
United States of America	LIBREVIA	5	Bayer B.V.					Not yet filed
United States of America	NUVIA	5	Bayer B.V.	85780004	10-Oct-2012			Pending
Australia	NUVIA-TECH	5	Bayer B.V.	1546580	15-Mrz-2013			Pending
Brazil	NUVIA-TECH	5	Bayer B.V.					Not yet filed
Canada	NUVIA-TECH	5	Bayer B.V.	1818507	18-Mrz-2013			Pending
European Union	NUVIA-TECH	5	Bayer B.V.	011846878	12-Apr-2013			Pending
Japan	NUVIA-TECH	5	Bayer B.V.	2013-18546	14-Mrz-2013			Pending
Mexico	NUVIA-TECH	5	Bayer B.V.	1358198	11-Mrz-2013			Pending
New Zealand	NUVIA-TECH	5	Bayer B.V.	974162	14-Mrz-2013			Pending
Russian Federation	NUVIA-TECH	5	Bayer B.V.	2013708657	18-Mrz-2013			Pending
Australia	QUELLIN	5	Bayer B.V.	1556986	15-Mai-2013			Pending
Benelux	QUELLIN	5	Bayer B.V.	1287325	24-Apr-2013			Pending
Brazil	QUELLIN	5	Bayer B.V.	906195543	03-Mai-2013			Pending
Canada	QUELLIN	5	Bayer B.V.	1626046	09-Mai-2013			Pending
European Union	QUELLIN	5	Bayer B.V.	011787006	02-Mai-2013			Pending
Mexico	QUELLIN	5	Bayer B.V.	1370342	02-Mai-2013			Pending
New Zealand	QUELLIN	5	Bayer B.V.					Not yet filed
United States of America	QUELLIN	5	Bayer B.V.					Not yet filed
United States of America	RESULTIX	5	Bayer B.V.	77804029	13-Aug-2009	4242305	13-Nov-2012	Registered