

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		06/30/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Crimson U.S. Assets LLC		
Street Address:	1001 US ROUTE 202		
City:	RARITAN		
State/Country:	NEW JERSEY		
Postal Code:	08869-0606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85610079	BE.FEEL.LIVE.	
Serial Number:	86232802	GUIDEPOINT	
Serial Number:	85866900	LX SOLUTIONS LAB EXCELLENCE GUARANTEED P	
Serial Number:	85904738	ORTHO CONNECT	
Serial Number:	85368889	ORTHO VISION	
Serial Number:	85609476	BE.FEEL.LIVE.	
CORRESPONDENCE DATA			
Fax Number:	2158518383		
<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:	973-855-4717		
Email:	lmcguinness@eckertseamans.com		
Correspondent Name:	Laurence S. Rickles		
Address Line 1:	50 South 16th Street		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19102-2516		
ATTORNEY DOCKET NUMBER:	307372-00002-ITUS		
NAME OF SUBMITTER:	Laurence S. Rickles		
SIGNATURE:	/laurencerrickles/		
DATE SIGNED:	10/16/2014		

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Total Attachments: 9

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Trademark Assignment") is made and entered into as of June 30, 2014, between Johnson & Johnson, a New Jersey corporation ("Assignor") and Crimson U.S. Assets LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to, and upon the terms of, that certain Stock and Asset Purchase Agreement, dated as of January 16, 2014 (the "Stock and Asset Purchase Agreement"), by and among Johnson & Johnson, a New Jersey corporation ("Seller"), and Ortho-Clinical Diagnostics Bermuda Co. Ltd. (f/k/a Crimson Bermuda Co. Ltd.), a Bermuda exempted limited liability company ("Buyer"), Seller agreed to sell, and Buyer agreed to purchase, acquire and accept (either directly or through one or more of their respective Affiliates) Seller's worldwide Ortho-Clinical Diagnostics business, including all of Assignor's right, title and interest in, to and under all trademarks, servicemarks, names, corporate names, domain names, trade dress, logos, slogans, and other similar designations of source or origin set forth on Schedule A hereto in the country or other jurisdiction indicated therein, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals therefor (hereinafter collectively referred to as the "Assigned Trademarks"). Each capitalized term used and not defined in this Trademark Assignment shall have the meaning assigned to it in the Stock and Asset Purchase Agreement; and

WHEREAS, in accordance with the Stock and Asset Purchase Agreement, Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to accept the sale, conveyance, transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under such Assigned Trademarks.

NOW, THEREFORE, Assignor, for 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 right, title and interest in, to and under the Assigned Trademarks, and all the rights appurtenant thereto, together with the goodwill associated therewith and which is symbolized thereby, all of Assignor's rights to bring actions for past, present and future infringement and/or misappropriation, in each case 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; provided, however, that this Trademark Assignment shall not constitute an assignment to the extent that, if it were to sell, convey, assign or transfer an interest in and to the Assigned Trademarks, it would impair the subsequent lawful and effective execution and recordation of a necessary country-specific form of assignment.

For a period of up to one year after the Applicable Closing Date, (i) Assignor shall provide to Assignee the necessary information and deliver such assignments,

transfers, consents and other documents and instruments as may be reasonably required to permit Assignee to effect and perfect the transfer of record title and ownership of the Assigned Trademarks included in the Transferred IP in accordance with Sections 2.02(a), 2.02(h) and 2.06(e) of the Stock and Asset Purchase Agreement 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. After such period, Assignor shall have no further obligation hereunder.

Assignee shall have the right to record this Trademark Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

This Trademark Assignment, together with the Stock and Asset Purchase Agreement (including all Schedules and Exhibits thereto), the Confidentiality Agreement and the other Transaction Documents, contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters. In the event of a conflict or inconsistency between the terms of the Stock and Asset Purchase Agreement and the terms hereof, the terms of the Stock and Asset Purchase Agreement shall govern.

This Trademark Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Except as permitted under Section 11.06(a) of the Stock and Asset Purchase Agreement, this Agreement may not be assigned by any party hereto without the prior written consent of the other party hereto; provided, however, no such assignment shall relieve the assigning party of its obligations hereunder.

Neither the making nor the acceptance of this sale, conveyance, assignment and transfer shall enlarge, restrict or otherwise modify the terms of the Stock and Asset Purchase Agreement or constitute a waiver or release by any party to the Stock and Asset Purchase Agreement of any liabilities, duties or obligations imposed thereby.

This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same Agreement.

This Trademark Assignment shall be governed in accordance with the laws of the state of New York without regard to the choice of law provisions thereof. Any dispute directly related to the breach of this Trademark Assignment shall be resolved in accordance with Section 11.12 of the Stock and Asset Purchase Agreement. **IN CONNECTION WITH ANY DISPUTE HEREUNDER EACH PARTY HERETO WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY.**

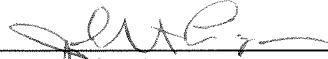
This Trademark Assignment shall be subject to the provisions set forth in Section 1.02 of the Stock and Asset Purchase Agreement, except to the extent that any contrary or different terms are set forth herein.

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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: John A. Papa

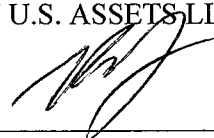
Title: Treasurer

[Signature Page to J&J TM Assignment to Crimson U.S.]

TRADEMARK
REEL: 005381 FRAME: 0857

CRIMSON U.S. ASSETS, LLC

by



Name: Ram M. Jagannath
Title: Secretary

[Signature Page to J&J TM Assignment to Crimson U.S.]

TRADEMARK
REEL: 005381 FRAME: 0858

Schedule A
Trademarks

Trademark name	Country	Registrant	Filing Number	Registration Number
AFFIRMAGEN	UNITED STATES OF AMERICA	Johnson & Johnson	72205195	793551
ANTIGRAM	UNITED STATES OF AMERICA	Johnson & Johnson	72167040	762708
BE.FEEL.LIVE.	UNITED STATES OF AMERICA	Johnson & Johnson	85609476	
BE.FEEL.LIVE.	UNITED STATES OF AMERICA	Johnson & Johnson	85610079	
BIOCLONE	UNITED STATES OF AMERICA	Johnson & Johnson	73/338972	1224734
CADUCEUS DESIGN	UNITED STATES OF AMERICA	Johnson & Johnson	313329	893105
E-CONNECTIVITY	UNITED STATES OF AMERICA	Johnson & Johnson	77/822556	3847242
E-CONNECTIVITY	UNITED STATES OF AMERICA	Johnson & Johnson	76/441683	2894203

ENGEN	UNITED STATES OF AMERICA	Johnson & Johnson	76/414362	3066283
FETALSCREEN	UNITED STATES OF AMERICA	Johnson & Johnson	77/603919	3758767
GUIDEPOINT	UNITED STATES	Johnson & Johnson	86/232802	
INTELLICHECK	UNITED STATES OF AMERICA	Johnson & Johnson	76/141129	2698361
LAB EXCELLENCE GUARANTEED	UNITED STATES OF AMERICA	Johnson & Johnson	85/866874	
LX SOLUTIONS & LOGO	UNITED STATES OF AMERICA	Johnson & Johnson	85/866900	
ORTHO	UNITED STATES OF AMERICA	Johnson & Johnson	85/183412	4199211
ORTHO CONFIDENCE	UNITED STATES OF AMERICA	Johnson & Johnson	77/906657	4301675
ORTHO CONFIDENCE SYSTEM	UNITED STATES OF AMERICA	Johnson & Johnson	74/099350	1659318
ORTHO CONNECT	UNITED STATES OF AMERICA	Johnson & Johnson	85/904738	

ORTHO LX SOLUTIONS	UNITED STATES OF AMERICA	Johnson & Johnson	85/866865	
ORTHO PLUS	UNITED STATES OF AMERICA	Johnson & Johnson	85/183622	4280249
ORTHO POCKET BLOOD BANKER	UNITED STATES OF AMERICA	Johnson & Johnson	85/630290	
ORTHO PROVUE	UNITED STATES OF AMERICA	Johnson & Johnson	76/562520	2988527
ORTHO VALUATOR	UNITED STATES OF AMERICA	Johnson & Johnson	85/359446	4292996
ORTHO VERSEIA	UNITED STATES OF AMERICA	Johnson & Johnson	76/686184	3931190
ORTHO VISION	UNITED STATES OF AMERICA	Johnson & Johnson	85/368889	
ORTHO-CLINICAL DIAGNOSTICS & CADUCEUS	UNITED STATES OF AMERICA	Johnson & Johnson	75/582590	2565565
PEX	UNITED STATES OF AMERICA	Johnson & Johnson	76/426907	2801854
POCKET BLOOD BANKER	UNITED STATES OF AMERICA	Johnson & Johnson	85/630261	

RESOLVE	UNITED STATES OF AMERICA	Johnson & Johnson	204093	1188264
SELECTOGEN	UNITED STATES OF AMERICA	Johnson & Johnson	119231	730261
SURGISCREEN	UNITED STATES OF AMERICA	Johnson & Johnson	254826	1178722
VALUMETRIX	UNITED STATES OF AMERICA	Johnson & Johnson	75/195886	2128592
VALUMETRIX P3 SOLUTIONS	UNITED STATES OF AMERICA	Johnson & Johnson	77/551187	3723367
VALUMETRIX V LOGO	UNITED STATES OF AMERICA	Johnson & Johnson	75/545655	2576422
VITROS	UNITED STATES OF AMERICA	Johnson & Johnson	75/142862	2126793

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