

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362225

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 Essure Inc.		07/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bayer HealthCare LLC		
Street Address:	100 Bayer Boulevard		
City:	Whippany		
State/Country:	NEW JERSEY		
Postal Code:	07981		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2657733	CONCEPTUS	
Registration Number:	3373987	DRYFLOW	
Registration Number:	2725358	ESSURE	
Registration Number:	2719977	ESSURE	
Registration Number:	3800022	YOUR FAMILY IS COMPLETE. YOUR CHOICE IS	
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:	4127774860		
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:	11/13/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 1st day of July, 2015, immediately following (i) the assignment and assumption by Bayer HealthCare LLC's ("BHC") sole member, Bayer Medical Care Inc., of certain BHC assets and liabilities and (ii) Bayer Medical Care Inc.'s contribution of certain BHC receivable assets to BHC (the "Effective Date"), by and between Bayer Essure Inc., a corporation formed and existing under the laws of the State of Delaware, and having an office at 1011 McCarthy Boulevard, Milpitas, CA 95035 (hereinafter referred to as the "Assignor") and Bayer Healthcare LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having an office at 100 Bayer Boulevard, Whippany, NJ 07981 (hereinafter referred to as the "Assignee").

WHEREAS, Assignor owns certain trademarks, service marks, and related registrations therefor including, but not limited to, those listed in Annex A hereto in the United States and Puerto Rico (the "Trademarks"); and

WHEREAS, Assignor wishes to assign its Trademarks to Assignee, and Assignee wishes to acquire the Assignor's Trademarks.

NOW THEREFORE, the parties hereto agree as follows:

1. In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, and the Assignee hereby accepts, any and all right, title and interest in and to the Trademarks, including all associated goodwill.

2. Assignor hereby divests itself of all right, title, and interest in and to Assignor's Trademarks and conveys all right, title, and interest in and to Assignor's Trademarks to Assignee, who shall hold such right, title, and interest in place of Assignor.

3. Assignee shall be solely responsible, at its own cost and expense, for registering, recording or taking any other steps necessary to perfect this assignment of the Trademarks to Assignee. Assignee is responsible for preparing and providing all legal documents reasonably necessary for the recordation of the assignment. Assignor will countersign all legal documents necessary for the recordation of the assignment.

4. Each party shall at its own cost and expense execute and deliver such further documents and instruments, including but not limited to assignment documents, and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the parties hereto determined in accordance with the laws of the State of Delaware, without reference to its choice of laws provisions. Any amendments, modifications, alterations, or supplements to this Agreement shall be made in writing to be legally effective.

6. If any one or more provisions of this Agreement is or becomes invalid, the

parties agree to replace said provisions with valid provisions that approximate, as closely as possible, the intent of the original provision. If the parties cannot agree on one or more replacement provisions, the invalidity of any one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such material importance to the Agreement that it is reasonable to assume that the parties would not have executed the Agreement without them.

7. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the party and its respective heirs, legatees, legal representatives, successors, transferees and assigns.

8. This Agreement is not intended and shall not be construed to be for the benefit of any person or entity other than the parties, an indemnitee or a successor or permitted assignee thereof.

9. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

[signature page follows]

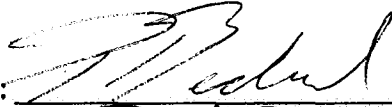
IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

For and on behalf of the Assignee

BAYER ESSURE INC.

BAYER HEALTHCARE LLC

By: 
Name: Paul Bedard
Title: SVP, Women's Healthcare

By: _____
Name: _____
Title: _____

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

For and on behalf of the Assignee

BAYER ESSURE INC.

BAYER HEALTHCARE LLC

By: _____

Name: _____

Title: _____

By: 

Name: Timothy G. Hayes

Title: President, Consumer Care NA

ANNEX A

Trademark	Country	Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal	Status
CONCEPTUS	Argentina	10	2723900	01/15/2007	2208670	01/14/2008	01/11/2018	Registered
CONCEPTUS	Australia	10	1317224	09/03/2007	1317224	01/11/2012	09/03/2017	Registered
CONCEPTUS	Canada	10	1378312	01/08/2008	TMAA746181	08/26/2009	08/26/2024	Registered
CONCEPTUS	Colombia	10	07095291	09/14/2007	353615	05/23/2008	05/23/2018	Registered
CONCEPTUS	Costa Rica	10	20070012010	09/12/2007	177018	06/24/2008	06/24/2018	Registered
CONCEPTUS	Malaysia	10	07017402	09/05/2007	07017402	09/05/2007	09/05/2017	Registered
CONCEPTUS	New Zealand	10	811993	09/01/2009	811993	01/09/2012	09/01/2019	Registered
CONCEPTUS	Peru	10	328600	09/12/2007	133831	12/14/2007	12/14/2017	Registered
CONCEPTUS	Singapore	10	T07182368	09/05/2007	T07182368	03/07/2008	09/05/2017	Registered
CONCEPTUS	United States of America	10	75982289	01/03/2001	2657733	12/10/2002	12/10/2022	Registered
CONCEPTUS (and design)	Uruguay	10	384754	09/14/2007	26968	09/10/2008	09/10/2018	Registered
CONCEPTUS (and design)	Australia	10	723990	12/13/1996	723990	03/20/1998	12/13/2016	Registered
CONCEPTUS (and design)	Argentina	10	2723901	01/15/2007	2208671	01/11/2008	01/11/2018	Registered
CONCEPTUS (and design)	Australia	10	1156556	01/12/2007	1156556	08/20/2007	01/12/2017	Registered
CONCEPTUS (and design)	Canada	10	1331800	01/18/2007	TMAA745958	08/24/2009	08/24/2024	Registered
CONCEPTUS (and design)	Colombia	10	07095225	09/14/2007	353614	05/23/2008	05/23/2018	Registered
CONCEPTUS (and design)	Costa Rica	10	20070012009	09/12/2007	177044	06/24/2008	06/24/2018	Registered
CONCEPTUS (and design)	Malaysia	10	07017401	09/05/2007	07017401	12/23/2008	09/05/2017	Registered
CONCEPTUS (and design)	New Zealand	10	784177	02/13/2008	784177	08/14/2008	02/13/2018	Registered
CONCEPTUS (and design)	Peru	10	328599	09/12/2007	133830	12/14/2007	12/14/2017	Registered
CONCEPTUS (and design)	Singapore	10	T07182371	09/05/2007	T07182371	03/19/2008	09/05/2017	Registered
CONCEPTUS (and design)	United States of America	10	78733572	10/14/2005	3373987	01/22/2008	01/22/2018	Registered
CONCEPTUS (and design)	Uruguay	10	384753	09/14/2007	384753	09/10/2008	09/10/2018	Registered
CONCEPTUS (and design)	Argentina	10	2669660	05/10/2006	2170087	07/17/2007	07/17/2017	Registered
CONCEPTUS (and design)	Australia	10	878076	06/05/2001	878076	01/10/2002	06/05/2021	Registered
CONCEPTUS (and design)	Canada	10	1110356	07/23/2001	TMAA627843	12/08/2004	12/08/2019	Registered
CONCEPTUS (and design)	Colombia	10	07095227	09/14/2007	39680	10/21/2008	10/21/2018	Registered
CONCEPTUS (and design)	Costa Rica	10	20070012008	09/12/2007	177017	06/24/2008	06/24/2018	Registered
CONCEPTUS (and design)	Malaysia	10	07017403	09/05/2007	07017403	09/05/2007	09/05/2017	Registered
CONCEPTUS (and design)	New Zealand	10	639092	06/07/2001	639092	12/17/2001	05/29/2018	Registered
CONCEPTUS (and design)	Singapore	10	T07182396	09/05/2007	T07182396	12/18/2007	09/05/2017	Registered
CONCEPTUS (and design)	United States of America	10	76263888	05/29/2001	2725358	10/06/2003	10/06/2023	Registered
CONCEPTUS (and design)	United States of America	10	76333607	11/02/2001	2719977	05/27/2003	05/27/2023	Registered
CONCEPTUS (and design)	Switzerland	10, 41, 44	609612011	09/29/2011	630441	06/07/2012	09/29/2021	Registered
CONCEPTUS (and design)	United States of America	44	77371178	01/14/2008	3800022	06/08/2010	06/08/2020	Registered

TRADEMARK

REEL: 005667 FRAME: 0785

RECORDED: 11/13/2015