

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366946

|                                   |  |                       |                       |
|-----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                     |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>      | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                       |
| <b>CONVEYING PARTY DATA</b>       |  |                       |                       |
| <b>Name</b>                       | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>    |
| Bayer Medical Care Inc.           |  | 10/19/2015            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |  |                       |                       |
| <b>Name:</b>                      | Bayer HealthCare LLC                               |                       |                       |
| <b>Street Address:</b>            | 100 Bayer Road                                     |                       |                       |
| <b>City:</b>                      | Pittsburgh   |                       |                       |
| <b>State/Country:</b>             | PENNSYLVANIA                                       |                       |                       |
| <b>Postal Code:</b>               | 15205  |                       |                       |
| <b>Entity Type:</b>               | LIMITED LIABILITY COMPANY: DELAWARE                |                       |                       |
| <b>PROPERTY NUMBERS Total: 27</b> |  |                       |                       |
| <b>Property Type</b>              | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>       | 4542968  | AVANTA                |                       |
| <b>Registration Number:</b>       | 4122181  | CERTEGRA              |                       |
| <b>Registration Number:</b>       | 3290740  | CERTO                 |                       |
| <b>Registration Number:</b>       | 4298215  | CONTINUUM             |                       |
| <b>Registration Number:</b>       | 3122530  | FLUIDOTS              |                       |
| <b>Registration Number:</b>       | 4250472  | MARK 7 ARTERION       |                       |
| <b>Registration Number:</b>       | 4509307  | MEDRAD                |                       |
| <b>Registration Number:</b>       | 1021990  | MEDRAD                |                       |
| <b>Registration Number:</b>       | 2282689  | MEDRAD                |                       |
| <b>Registration Number:</b>       | 2285134  | MEDRAD                |                       |
| <b>Registration Number:</b>       | 2604867  | MEDRAD                |                       |
| <b>Registration Number:</b>       | 3772574  | MEDRAD INTERVENTIONAL |                       |
| <b>Registration Number:</b>       | 2251950  | MEDRAD VISTRON CT     |                       |
| <b>Registration Number:</b>       | 3724206  | P3T                   |                       |
| <b>Registration Number:</b>       | 4026625  | PRO-TEKT              |                       |
| <b>Registration Number:</b>       | 2476405  | PROVIS                |                       |
| <b>Registration Number:</b>       | 1879167  | QWIK-FIT SYRINGE      |                       |
| <b>Registration Number:</b>       | 4023040  | SIDESTEP              |                       |
| <b>Registration Number:</b>       | 4382529  | SOLARIS               |                       |

OP \$690.00 4542968

| Property Type        | Number  | Word Mark        |
|----------------------|---------|------------------|
| Registration Number: | 2012235 | SPECTRIS         |
| Registration Number: | 2792740 | SPECTRIS SOLARIS |
| Registration Number: | 2803526 | STELLANT         |
| Registration Number: | 4842329 | TWIST & GO       |
| Registration Number: | 3042743 | VERIS            |
| Registration Number: | 4668131 | VFLOW            |
| Registration Number: | 4638393 | VISTRON          |
| Registration Number: | 3551364 | XDS              |

**CORRESPONDENCE DATA**

**Fax Number:** 4127784432  
*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.*  
**Phone:** 412-777-4860  
**Email:** BayerTrademarkUS@bayer.com  
**Correspondent Name:** Jeffrey M. Gitchel  
**Address Line 1:** 100 Bayer Road  
**Address Line 2:** Trademarks  
**Address Line 4:** Pittsburgh, PENNSYLVANIA 15205

|                           |                      |
|---------------------------|----------------------|
| <b>NAME OF SUBMITTER:</b> | Jeffrey M. Gitchel   |
| <b>SIGNATURE:</b>         | /Jeffrey M. Gitchel/ |
| <b>DATE SIGNED:</b>       | 12/22/2015           |

**Total Attachments: 6**  
source=BMC to BHC Assignment - TRADEMARK - US#page1.tif  
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source=BMC to BHC Assignment - TRADEMARK - US#page6.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is between Bayer Medical Care, Inc. ("**Assignor**"), and Bayer Healthcare LLC ("**Assignee**").

Assignor and Assignee have entered into a prior Agreement (the "**Agreement**") regarding the ownership of certain trademarks and related rights around the world.

Assignor is the owner of the trademark registrations and pending trademark applications identified on Exhibit I attached hereto, (the "**Assigned Marks**"); and

Pursuant to the terms of the Agreement, 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 of the Assigned Marks.

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

1. Transfer of Assigned Marks. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns, all of Assignor's right, title, and interest in, to and under the Assigned Marks, together with all of the goodwill associated with any and all of the foregoing, any and all causes of action (in law or equity) and rights to sue, counterclaim and/or collect and recover for past, present or future infringement or dilution of, or damage or injury to, the Assigned Marks or such associated goodwill, and all rights to file for and maintain registrations, renewals and extensions of the Assigned Marks, the same to be held and enjoyed by Assignee, its successors, and permitted assigns.

2. Further Assurances. Assignor shall execute and deliver, without any further consideration, 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.

3. Authorizations. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record trademark registrations and applications therefor, to record Assignee as the owner of the applicable Assigned Marks.

4. Miscellaneous. Nothing contained in this Assignment shall be deemed to modify, limit, extend or amend any of the rights, obligations or representations and warranties of any party hereto under or in the Agreement and no additional representations and warranties, express, implied or otherwise (including, without limitation, warranties or merchantability and fitness for use or a particular purpose), shall be deemed to be created by this Assignment. In the event of any conflict or inconsistency between the terms of this Assignment and the Agreement, the terms of the Agreement shall control.

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 shall be construed, performed, and enforced in accordance with, and governed by, the internal laws of Delaware without giving effect to the principles of conflict of law thereof.

7. Successors; Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and permitted assigns.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment effective as of the date first written above.

**ASSIGNOR:**

Bayer Medical Care, Inc.

By David Schramm

Name: David Schramm

Title: Assistant Secretary

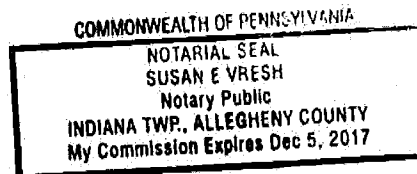
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY ss.

On this 19 day of October, 2015, before me appeared David Schramm  
the person who signed this instrument, who acknowledged that he signed such instrument as his  
free act and deed.

Susan E Vresh

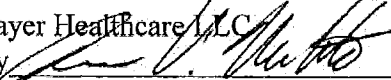
Notary Public

My commission expires: 10/5/2017



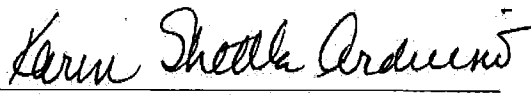
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment effective as of the date first written above.

**ASSIGNEE:**

Bayer Healthcare LLC  
By   
Name: Aseem V. Mehta  
Title: Vice President & Chief Patent Counsel

STATE OF New Jersey            )  
COUNTY OF Morris            ) ss.

On this 14<sup>th</sup> day of October, 2015, before me appeared Aseem V. Mehta, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

  
Notary Public  
My commission expires: 12/2/2018

KARIN SHETTLE ARDUINO  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2441012  
My Commission Expires 12/2/2018

| Country                  | Trademark             | Origin   | Status     | Classes    | Application No | Application Date | Registration No | Registration Date | Next Renewal Due |
|--------------------------|-----------------------|----------|------------|------------|----------------|------------------|-----------------|-------------------|------------------|
| United States of America | AVANTA                | National | Registered | 10         | 86083183       | 10/04/2013       | 4542968         | 06/03/2014        | 06/03/2024       |
| United States of America | CERTIGRA              | National | Registered | 09         | 77796248       | 08/04/2009       | 4122181         | 04/03/2012        | 04/03/2022       |
| United States of America | CERTO                 | National | Registered | 09         | 78857801       | 04/10/2006       | 3290740         | 09/11/2007        | 09/11/2017       |
| United States of America | CONTINUUM             | National | Registered | 10         | 85680599       | 07/18/2012       | 4298215         | 03/05/2013        | 03/05/2023       |
| United States of America | Fluidots              | National | Registered | 10         | 76655303       | 02/17/2006       | 3122530         | 08/01/2006        | 08/01/2016       |
| United States of America | MARK 7 ARTERION       | National | Registered | 10         | 8504036        | 04/01/2010       | 4250472         | 11/27/2012        | 11/27/2022       |
| United States of America | MEDRAD                | National | Registered | 09, 10, 37 | 85869571       | 03/07/2013       | 4509307         | 04/08/2014        | 04/08/2024       |
| United States of America | MEDRAD                | National | Registered | 10         | 73043970       | 02/11/1975       | 1021990         | 10/07/1975        | 10/07/2015       |
| United States of America | MEDRAD                | National | Registered | 10         | 75409997       | 12/23/1997       | 2282689         | 10/05/1999        | 10/05/2019       |
| United States of America | MEDRAD                | National | Registered | 37, 42     | 75523785       | 07/23/1998       | 2285134         | 10/12/1999        | 10/12/2019       |
| United States of America | MEDRAD                | National | Registered | 09, 10     | 78006976       | 05/05/2000       | 2604867         | 08/06/2002        | 08/06/2022       |
| United States of America | MEDRAD Interventional | National | Registered | 10         | 77530237       | 07/24/2008       | 3772574         | 04/06/2010        | 04/06/2020       |
| United States of America | MEDRAD Vistron CT     | National | Registered | 10         | 75363994       | 09/26/1997       | 2251950         | 06/08/1999        | 06/08/2019       |
| United States of America | P3T                   | National | Registered | 09         | 77335146       | 11/21/2007       | 3724206         | 12/15/2009        | 12/15/2019       |
| United States of America | PRO-TEKT              | National | Registered | 10         | 77832709       | 09/23/2009       | 4026625         | 09/13/2011        | 09/13/2021       |
| United States of America | ProVis                | National | Registered | 10         | 75725080       | 07/01/1999       | 2476405         | 08/07/2001        | 08/07/2021       |
| United States of America | Qwik-Fit Syringe      | National | Registered | 10         | 74384670       | 04/30/1993       | 1879167         | 02/14/1995        | 02/14/2025       |
| United States of America | SIDESTEP              | National | Registered | 10         | 77347994       | 12/10/2007       | 4023040         | 09/06/2011        | 09/06/2021       |
| United States of America | SOLARIS               | National | Registered | 10         | 85678065       | 07/16/2012       | 4382529         | 08/13/2013        | 08/13/2023       |
| United States of America | Spectris              | National | Registered | 10         | 74476503       | 01/04/1994       | 2012235         | 10/29/1996        | 10/29/2016       |
| United States of America | SPECTRIS SOLARIS      | National | Registered | 10         | 78018119       | 07/24/2000       | 2792740         | 12/09/2003        | 12/09/2023       |
| United States of America | STELLANT              | National | Registered | 10         | 78065799       | 05/25/2001       | 2803526         | 01/06/2004        | 01/06/2024       |

| Country                  | Trademark  | Origin   | Status     | Classes | Application No | Application Date | Registration No | Registration Date | Next Renewal Due |
|--------------------------|------------|----------|------------|---------|----------------|------------------|-----------------|-------------------|------------------|
| United States of America | TWIST & GO | National | Registered | 10      | 86350209       | 07/28/2014       | 4842329         | 10/27/2015        | 10/27/2025       |
| United States of America | Veris      | National | Registered | 10      | 78407297       | 04/23/2004       | 3042743         | 01/10/2006        | 01/10/2016       |
| United States of America | VFLOW      | National | Registered | 10      | 85869280       | 03/07/2013       | 4668131         | 01/06/2015        | 01/06/2025       |
| United States of America | VISTRON    | National | Registered | 10      | 86122014       | 11/18/2013       | 4638393         | 11/11/2014        | 11/11/2024       |
| United States of America | XDS        | National | Registered | 10      | 77314734       | 10/26/2007       | 3551364         | 12/23/2008        | 12/23/2018       |

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REEL: 005695 FRAME: 0956

RECORDED: 12/22/2015