

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372185

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 Medical Care Inc.		10/19/2015	CORPORATION: DELAWARE
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: 9			
Property Type	Number	Word Mark	
Registration Number:	3507397	DIRECTCARE	
Registration Number:	4121314	MEDRAD SERVICE	
Registration Number:	3086068	MVS MULTIVENDORSERVICE	
Registration Number:	3507398	PARTNERCARE	
Registration Number:	4488893	PASSLINK	
Registration Number:	4026717	PERFORMANCE PROVEN	
Registration Number:	3507399	SELECTCARE	
Registration Number:	4206342	TRUSOURCE	
Registration Number:	3722890	VIRTUALCARE	
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 2:	Trademarks		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15205		
NAME OF SUBMITTER:	Jeffrey M. Gitchel		

OP \$240.00 3507397

SIGNATURE:	/Jeffrey M. Gitchel/
DATE SIGNED:	02/05/2016
Total Attachments: 5 source=BMC to BHC Assignment -SERVICE MARKS - US#page1.tif source=BMC to BHC Assignment -SERVICE MARKS - US#page2.tif source=BMC to BHC Assignment -SERVICE MARKS - US#page3.tif source=BMC to BHC Assignment -SERVICE MARKS - US#page4.tif source=BMC to BHC Assignment -SERVICE MARKS - US#page5.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 1 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

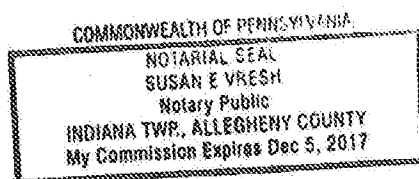
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY ss.

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

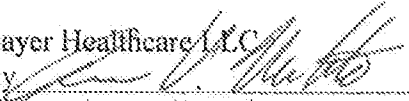
Notary Public

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 14th 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: 12/21/2018

KARIN SHETTLE ARDUINO
NOTARY PUBLIC OF NEW JERSEY
ID # 2441012
My Commission Expires 12/21/2018

Country	Trademark	Origin	Status	Classes	Application No.	Application Date	Registration No.	Registration Date	Next Renewal Due
United States of America	DirectCARE	National	Registered	37	77277581	09/12/2007	3507397	09/30/2008	09/30/2018
United States of America	M/EDRAD Service	National	Registered	37	85984445	07/29/2011	4121314	04/03/2012	04/03/2022
United States of America	MVS MultivendorService (and devices)	National	Registered	37	78216261	02/19/2003	3086068	04/25/2006	04/25/2016
United States of America	PartnerCARE	National	Registered	37	77277588	09/12/2007	3507398	09/30/2008	09/30/2018
United States of America	Passlink	National	Registered	37	85464694	11/04/2011	4488993	02/25/2014	02/25/2024
United States of America	PERFORMANCE PROVEN	National	Registered	42	77907545	01/08/2010	4026717	09/13/2011	09/13/2021
United States of America	SelectCARE	National	Registered	37	77277592	09/12/2007	3507399	09/30/2008	09/30/2018
United States of America	TRUSOURCE	National	Registered	42	77907547	01/08/2010	4306342	09/11/2012	09/11/2022
United States of America	VirtualCARE	National	Registered	37	77277294	09/12/2007	3722890	12/08/2009	12/08/2019

TRADEMARK

REEL: 005725 FRAME: 0346

RECORDED: 02/05/2016