

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM386854

<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>
GAMBRO HOSPAL (SCHWEIZ) AG		12/30/2015	Corporation: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BAXTER HEALTHCARE SA		
<b>Street Address:</b>	Thurgauerstrasse 130		
<b>City:</b>	Glattpark (Opfikon)		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	CH-8152		
<b>Entity Type:</b>	Corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1197183	AN 69	
<b>Registration Number:</b>	1099377	HOSPAL	
<b>Registration Number:</b>	2589207	PHOENIX	
<b>Registration Number:</b>	2583541	PHOENIX	
<b>Registration Number:</b>	2899616	TIPSTOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	224.948.4939		
<b>Email:</b>	annie_prat@baxter.com		
<b>Correspondent Name:</b>	Sherri Devon Washington		
<b>Address Line 1:</b>	One Baxter Parkway		
<b>Address Line 4:</b>	DEERFIELD, ILLINOIS 60015		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	JEFFREY C NICHOLS		
<b>Address Line 1:</b>	Baxter International Inc.		
<b>Address Line 2:</b>	One Baxter Parkway		

CH \$140.00 1197183

<b>Address Line 4:</b> DEERFIELD, ILLINOIS 60015	
<b>NAME OF SUBMITTER:</b>	JEFFREY C NICHOLS
<b>SIGNATURE:</b>	/JEFFREYCNICHOLS/
<b>DATE SIGNED:</b>	06/07/2016
<b>Total Attachments: 3</b> source=Assignment Agreement#page1.tif source=Assignment Agreement#page2.tif source=Exhibit A USA0001#page1.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT is dated this 30 day of December 2015

### **PARTIES**

(1) **GAMBRO HOSPAL (SCHWEIZ) AG**, also trading as Gambro Hosal (Suisse) SA or Gambro Hosal (Switzerland) Ltd., incorporated and registered in Switzerland with company number CHE-105.848.819 whose registered office is at c/o Baxter AG, Mülleenstrasse 3, CH-8604 Volketswil, Switzerland (the "Assignor"); and

(2) **BAXTER HEALTHCARE SA**, incorporated and registered in Switzerland with company number CHE-108.744.932 whose registered office is at Thurgauerstrasse 130, CH-8152 Glattpark (Opfikon), Switzerland (the "Assignee").

### **BACKGROUND**

The Assignor is an entity within the Baxter group of companies.

The Assignor intends to terminate its activities.

The Assignor has agreed to assign to the Assignee, an entity within the Baxter Group of companies, any and all intellectual property rights, including, but not limited to, the intellectual property rights contained in Exhibit A.

### **AGREED TERMS**

#### **Definitions of Intellectual Property Rights**

a) intellectual property rights contained in Exhibit A and,  
b) patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**TRADEMARK**

**REEL: 005807 FRAME: 0955**

## ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby agreed, the Assignor hereby assigns to the Assignee absolutely with full title guarantee any and all his right, title and interest in and to the Assigned Rights, including:

- (a) all **Intellectual property rights** as defined above
- (b) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the **Intellectual Property Rights**;
- (c) any and all goodwill attaching to the **Intellectual Property Rights**; and
- (d) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

## THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

This document takes effect on the date stated at the beginning of it.

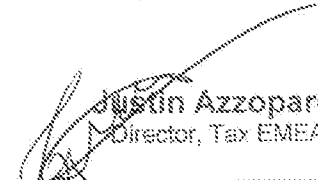
GAMBRO HOSPAL (SCHWEIZ) AG

BAXTER HEALTHCARE SA



Name: Fabio Mira

Capacity: *Dir. International*

  
Justin Azzopardi  
Director, Tax EMEA

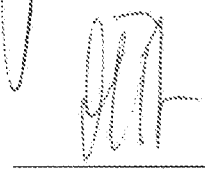
Name:

Capacity:



Name: Kristin Löser

Capacity: *Finance Mgr.*

  
Marcel Fausch  
Finance Controller

Name:

Capacity:

TRADEMARK

REEL: 005807 FRAME: 0956

EXHIBIT A

UNITED STATES OF AMERICA

TRADEMARKS

- AN 69 #1197183
- HOSPAL #1099377
- PHOENIX #2589207
- PHOENIX WORD AND DESIGN #2583541
- TIPSTOP #2899616