

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siemens Healthcare Diagnostics Inc.		11/29/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Beckman Coulter, Inc.		
Street Address:	250 S. Kraemer Boulevard		
City:	Brea		
State/Country:	CALIFORNIA		
Postal Code:	92821		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1455951	HNID	
CORRESPONDENCE DATA			
Fax Number:	3123381500		
<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:	312-338-1000		
Email:	jyoung@dineff.com		
Correspondent Name:	Justin R. Young		
Address Line 1:	160 North Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Justin R. Young		
SIGNATURE:	/justinyoung/		
DATE SIGNED:	12/29/2016		
Total Attachments: 12			
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AMENDMENT TO TRADEMARK ASSIGNMENT

THIS AMENDMENT TO TRADEMARK ASSIGNMENT ("Amendment"), effective as of the last date of signature ("Effective Date"), by and between **SIEMENS HEALTHCARE DIAGNOSTICS INC.**, a California corporation having a place of business at 511 Benedict Avenue, Tarrytown, New York 10591, USA ("Assignor"), and **BECKMAN COULTER, INC.**, a Delaware corporation, having a place of business at 250 S. Kraemer Blvd., Brea, California 92822 (hereinafter "Assignee").

As part of Assignor's sale to Assignee of its microbiology business segment, Assignor and Assignee entered into that Trademark Assignment dated January 31, 2015 ("Assignment") to, *inter alia*, assign to Assignee all right, title and interest in, under, and to the Trademarks listed in Attachment 1 of the Assignment. The parties now desire in this Amendment to add the trademark "HNID" to the assigned Trademarks. Capitalized terms not defined in this Amendment are used herein as defined in the Assignment.

For good and valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Attachment 1.

With effect as of January 31, 2015, the following information regarding the trademark "HNID" is added to Attachment 1 of the Assignment:

Trademark	Country	Registration No.	Application Date	Registration Date	Owner
HNID	US	1,455,951	09.11.1986	09.08.1987	Siemens Healthcare Diagnostics Inc.

2. Effect.

The Assignment as amended, modified, or supplemented, including, without limitation, as amended, modified, and supplemented by this Amendment, will remain in full force and effect and is hereby ratified and confirmed in all respects.

3. Modifications.

This Amendment may not be amended except by a written instrument signed by the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

Amendment to Trademark Assignment

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized representatives.

**SIEMENS HEALTHCARE
DIAGNOSTICS INC.**

BECKMAN COULTER, INC.

By *Karla Weyand*
Name Karla Weyand
Title Assistant Corporate Secretary
Date: November 29, 2016

By *Anne Murphy*
Name ANNE MURPHY
Title Asst. General Counsel
Date December, 21, 2016

By *[Signature]*
Name CHEN YUAN
Title SENIOR COUNSEL
Date 11/29/2016

TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is made and entered into as of January 31, 2015 by and between SIEMENS HEALTHCARE DIAGNOSTICS INC., a California corporation, having an address of 1717 Deerfield Road, Deerfield, Illinois 60015, (hereinafter referred to as "**ASSIGNOR**"), and **BECKMAN COULTER, INC.**, a Delaware corporation, having a place of business at c/o 2200 Pennsylvania Avenue, NW Suite 800 W, Washington, D.C. 20037, (hereinafter "**ASSIGNEE**").

WHEREAS, ASSIGNOR is the owner of all right, title, and interest in, under, and to the trademarks in Attachment 1 (hereinafter the "**Trademarks**"); and

WHEREAS, ASSIGNEE is the successor in interest to the portion of ASSIGNOR's business to which the mark pertains and is desirous of acquiring said Trademarks, along with the goodwill of the business pertaining thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in accordance with that certain Master Asset Purchase Agreement between ASSIGNOR and ASSIGNEE dated on July 11, 2014 (together with all schedules and exhibits provided thereunder, in each case, as amended and supplemented from time to time, the "**MAPA**"), said ASSIGNOR does hereby irrevocably sell, convey, assign, and transfer unto the said ASSIGNEE all right, title and interest in, under, and to the said Trademarks worldwide and the registrations therefor, together with the goodwill of the business connected with the use thereof and symbolized thereby, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. ASSIGNOR hereby agrees to execute any additional documents to accomplish this Assignment.

Notwithstanding any provision to the contrary set forth herein or in the MAPA or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the Parties) set forth in the MAPA, this Assignment being intended solely to effect the transfer of the Trademarks strictly in accordance with the terms of the MAPA. In the event of a conflict between the terms of this Assignment and the terms of the MAPA, the terms of the MAPA shall prevail and govern.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties have executed this Assignment intending to be legally bound.

ASSIGNOR:

SIEMENS HEALTHCARE DIAGNOSTICS INC.

By:
Name: ANTHONIE GOLDENMONT
Title: SVP HC HR DX

Kevin M. Royer
Sr. VP, General Counsel & Secretary

STATE OF NEW YORK)
) ss:
COUNTY OF Westchester)

The foregoing Assignment was acknowledged before me this 28 day of January, 2015 by Antonie Goldenmont & Kevin Royer the Sr VP HR and the SVP & GC of SIEMENS HEALTHCARE DIAGNOSTICS INC., a California corporation, on behalf of the company. He/she is personally known to me or who has produced VA Drivers License (type of identification) as identification.

NOTARY PUBLIC, STATE OF New York
SUSAN LEE CARUSO
(Print, Type or Stamp Commissioned Name of Notary Public)

SUSAN LEE CARUSO
Notary Public, State of New York
No. 01CA6171429
Qualified in Westchester County
Commission Expires July 23, 2015

ASSIGNEE:

BECKMAN COULTER, INC.

By: Frank T. McFaden
Name: Frank T. McFaden
Title: Vice President & Treasurer

STATE OF WASHINGTON, DC)
) SS:
COUNTY OF ALLA)

The foregoing Assignment was acknowledged before me this ___ day of January, 2015 by FRANK T. MCFADEN, the VICE PRESIDENT of BECKMAN COULTER, INC., a Delaware corporation, on behalf of the company. He/she is personally known to me or who has produced DRIVERS LICENSE (type of identification) as identification.

Mary Christine Egoff
NOTARY PUBLIC, STATE OF Washington DC
(Print, Type or Stamp Commissioned Name of Notary Public)



[Signature page to Trademark Assignment]

Attachment 1

Trademark	Country	Registration no.	Application date	Registration date	Owner
AUTO RENOK (E/K)	JP	4409273	10.07.1999	08.18.2000	Siemens Healthcare Diagnostics Inc.
AUTOSCAN	BX	387741	02.02.1983	02.02.1983	Siemens Healthcare Diagnostics Inc.
AUTOSCAN	FR	1228380	02.23.1983	02.23.1983	Siemens Healthcare Diagnostics Inc.
AUTOSCAN	JP	2719775	02.08.1983	02.24.1997	Siemens Healthcare Diagnostics Inc.
AUTOSCAN (Stylized)	US	1,381,077	04.29.1982	02.04.1986	Siemens Healthcare Diagnostics Inc.
AUTOSCAN (Stylized)	US	3,739,910	06.22.2009	01.19.2010	Siemens Healthcare Diagnostics Inc.
HIGHFLEXX	COMMON LAW JURISDICTIONS	COMMON LAW RIGHTS	N/A	N/A	Siemens Healthcare Diagnostics Inc.
LABPRO	COMMON LAW JURISDICTIONS	COMMON LAW RIGHTS	N/A	N/A	Siemens Healthcare Diagnostics Inc.
MICRO-SCAN	BX	386668	12.13.1982	12.13.1982	Siemens Healthcare Diagnostics Inc.
MICRO-SCAN	DK	VR 1984 03777	06.01.1983	11.02.1984	Siemens Healthcare Diagnostics Inc.

Trademark	Country	Registration no.	Application date	Registration date	Owner
MICRO-SCAN	ES	1039825	06.13.1983	07.05.1985	Siemens Healthcare Diagnostics Inc.
MICRO-SCAN	FI	91343	01.07.1985	01.07.1985	Siemens Healthcare Diagnostics Inc.
MICRO-SCAN	FR	93478256	07.28.1993	07.28.1993	Siemens Healthcare Diagnostics Inc.
MICRO-SCAN	IT	1050638	06.08.1983	07.09.1987	Siemens Healthcare Diagnostics Inc.
MICRO-SCAN	JP	2309420	02.08.1983	05.31.1991	Siemens Healthcare Diagnostics Inc.
MICRO-SCAN	JP	2718797	02.08.1983	06.26.1996	Siemens Healthcare Diagnostics Inc.
MICRO-SCAN	NO	118150	06.01.1983	08.16.1984	Siemens Healthcare Diagnostics Inc.
MICRO-SCAN	PT	230686	07.05.1985	07.22.1991	Siemens Healthcare Diagnostics Inc.
MICRO-SCAN	US	1,454,910	08.05.1983	09.01.1987	Siemens Healthcare Diagnostics Inc.
MICRO-SCAN+CORP LOGO	CH	344485	03.27.1984	04.03.1986	Siemens Healthcare Diagnostics Inc.
MICROFAST	DE	39927853	05.14.1999	08.13.1999	Siemens Healthcare Diagnostics Inc.

Trademark	Country	Registration no.	Application date	Registration date	Owner
MICROFAST	IT	870560	05.12.1999	06.14.2002	Siemens Hcalthcarc Diagnostics Inc.
MICROFAST	JP	4409308	05.26.1999	08.18.2000	Siemens Healthcare Diagnostics Inc.
MICROSCAN	AU	769,483	08.04.1998	08.05.1998	Siemens Healthcare Diagnostics Inc.
MICROSCAN	AU	771,809	08.31.1998	08.31.1998	Siemens Healthcare Diagnostics Inc.
MICROSCAN	CA	381789	05.09.1990	03.15.1991	Dade Behring, Inc.
MICROSCAN	CN	1740518	11.22.2000	04.07.2002	Siemens Healthcare Diagnostics Inc.
MICROSCAN	CN	1997435	10.12.2001	11.21.2007	Siemens Healthcare Diagnostics Inc.
MICROSCAN	NZ	297,250	08.26.1998	08.26.1998	Siemens Healthcare Diagnostics Inc.
MICROSCAN	NZ	297,416	08.31.1998	08.31.1998	Siemens Healthcare Diagnostics Inc.
MICROSCAN	US	2,533,967	11.17.2000	01.29.2002	Siemens Healthcare Diagnostics Inc.
MICROSCAN	EU	000 932 459	09.16.1998	01.02.2003	Siemens Healthcare Diagnostics Inc.

Trademark	Country	Registration no.	Application date	Registration date	Owner
MICROSTREP PLUS	ES	2500137	07.31.2002	03.05.2003	Siemens Healthcare Diagnostics Inc.
MICROSTREP PLUS	US	2,725,405	06.29.2001	06.10.2003	Siemens Healthcare Diagnostics Inc.
MICROSTREP PLUS (Stylized)	FR	99791168	05.10.1999	10.22.1999	Siemens Healthcare Diagnostics Inc.
MICROSTREP PLUS (Stylized)	IT	870559	05.12.1999	06.24.2002	Siemens Healthcare Diagnostics Inc.
MICROSTREP PLUS (Stylized)	US	2,698,073	05.04.1999	03.18.2003	Siemens Healthcare Diagnostics Inc.
RENOK	US	1,854,553	04.30.1993	09.20.1994	Siemens Healthcare Diagnostics Inc.
SYNERGIES +	AU	1,013,127	07.23.2004	07.23.2004	Siemens Healthcare Diagnostics Inc.
SYNERGIES +	BR	826731236	07.26.2004	09.06.2011	Siemens Healthcare Diagnostics Inc.
SYNERGIES +	CA	TMA705,240	07.23.2004	01.24.2008	Siemens Healthcare Diagnostics Inc.
SYNERGIES +	CH	529099	07.22.2004	12.24.2004	Siemens Healthcare Diagnostics Inc.
SYNERGIES +	IL	173592	07.22.2004	05.07.2006	Siemens Healthcare Diagnostics Inc.

Trademark	Country	Registration no.	Application date	Registration date	Owner
SYNERGIES +	JP	5008211	07.22.2004	12.08.2006	Siemens Healthcare Diagnostics Inc.
SYNERGIES +	MX	887473	07.23.2004	06.22.2005	Siemens Healthcare Diagnostics Inc.
SYNERGIES +	NZ	715,669	07.22.2004	01.27.2004	Siemens Healthcare Diagnostics Inc.
SYNERGIES +	SA	794/92	07.26.2004	07.18.2005	Siemens Healthcare Diagnostics Inc.
SYNERGIES +	US	3,213,866	01.27.2004	02.27.2007	Siemens Healthcare Diagnostics Inc.
SYNERGIES +	VE	n/a	07.27.2004	n/a	Dade Behring, Inc.
SYNERGIES +	ZA	2004/12518	07.26.2004	11.06.2007	Siemens Healthcare Diagnostics Inc.
SYNERGIES +	EU	003 942 711	07.22.2004	02.21.2007	Siemens Healthcare Diagnostics Inc.
SYNERGIES + (Design)	US	3,213,867	01.27.2004	02.27.2007	Siemens Healthcare Diagnostics Inc.
SYNERGIES PLUS	US	3,288,590	01.27.2004	09.04.2007	Siemens Healthcare Diagnostics Inc.
SYNERGIES PLUS	EU	003 942 729	07.22.2004	02.06.2007	Siemens Healthcare Diagnostics Inc.

Trademark	Country	Registration no.	Application date	Registration date	Owner
TOUCHSCAN	BX	387742	02.02.1983	09.27.1983	Siemens Healthcare Diagnostics Inc.
TOUCHSCAN	FR	1228379	02.23.1983	02.03.1983	Siemens Healthcare Diagnostics Inc.
TOUCHSCAN	JP	2206175	02.08.1983	01.30.1990	Siemens Healthcare Diagnostics Inc.
TOUCHSCAN (Stylized)	US	1,258,358	04.30.1982	11.22.1983	Siemens Healthcare Diagnostics Inc.
WALKAWAY	US	1,814,777	03.18.1993	01.04.1994	Siemens Healthcare Diagnostics Inc.
WALKAWAY	EU	003 449 451	10.27.2003	04.20.2005	Siemens Healthcare Diagnostics Inc.
MICROSCAN WALKAWAY 40 PLUS	US	4174591	10.25.2011	07.17.2012	Siemens Healthcare Diagnostics Inc.
VALISCAN	EU	000 544 494	05.21.1997	11.05.1999	Siemens Healthcare Diagnostics Inc.
VALISCAN	CH	447533	06.09.1997	12.16.1997	Siemens Healthcare Diagnostics Inc.