

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E. I. du Pont de Nemours and Company		02/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Qualicon Diagnostics LLC		
Street Address:	941 Avenida Acaso		
City:	Camarillo		
State/Country:	CALIFORNIA		
Postal Code:	93012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2166144	BAX	
Registration Number:	2460072	BAX	
Registration Number:	3131861	RIBOPRINTER	
Registration Number:	3314672	STATMEDIA	
CORRESPONDENCE DATA			
Fax Number:	2027875520		
<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:	2027875523		
Email:	ilona@morriskamlay.com		
Correspondent Name:	Morris & Kamlay LLP		
Address Line 1:	1911 N. Fort Myer Drive		
Address Line 2:	Suite 1050		
Address Line 4:	Arlington, D.C. 22209		
NAME OF SUBMITTER:	Ilona Wormack		
SIGNATURE:	/Ilona Wormack/		
DATE SIGNED:	03/04/2017		
Total Attachments: 13			
source=21. Quest - Trademark Assignment#page1.tif			

OP \$115.00 2166144

source=21. Quest - Trademark Assignment#page2.tif
source=21. Quest - Trademark Assignment#page3.tif
source=21. Quest - Trademark Assignment#page4.tif
source=21. Quest - Trademark Assignment#page5.tif
source=21. Quest - Trademark Assignment#page6.tif
source=21. Quest - Trademark Assignment#page7.tif
source=21. Quest - Trademark Assignment#page8.tif
source=21. Quest - Trademark Assignment#page9.tif
source=21. Quest - Trademark Assignment#page10.tif
source=21. Quest - Trademark Assignment#page11.tif
source=21. Quest - Trademark Assignment#page12.tif
source=21. Quest - Trademark Assignment#page13.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, effective as of February 28, 2017 (“**Effective Date**”), is between E. I. du Pont de Nemours and Company, a Delaware corporation (“**Assignor**”) and Qualicon Diagnostics LLC, a Delaware limited liability company (“**Assignee**”).

WITNESSETH:

WHEREAS Assignor, Assignee and certain other parties have entered into a Purchase Agreement dated December 13, 2016, (the “**APA**”), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase all of the right, title and interest in and to all trademarks, service marks and trade dress, (including all registrations and recordings thereof and all applications therefor in the United States Patent and Trademark Office or in any similar office or agency of any other state, country or any political subdivisions thereof), trade names and corporate names included in the Transferred IP, along with all common law rights related to (i) any of the foregoing, and including without limitation those trademarks and trademark registrations and applications for registration listed in Schedule A and (ii) the name QUALICON (collectively, the “**Transferred Marks**”), and all goodwill associated therewith;

WHEREAS, Assignor is the owner of the Transferred Marks and all goodwill associated therewith; and

WHEREAS, pursuant to the APA, Assignor agrees to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor’s entire right, title and interest in and to the Transferred Marks, and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment, in the APA and in the Ancillary Agreements, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the APA, Assignor, as of the Effective Date, hereby irrevocably assigns, transfers, sells and conveys to Assignee, and its successors and assigns, and Assignee hereby accepts, Assignor’s entire right, title and interest in and to the Transferred Marks, and any renewals thereof, all registrations that have been or may be granted thereon, all common law rights thereto and all goodwill associated therewith or symbolized thereby, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with (A) the right to prosecute, register, maintain and defend the Transferred Marks before any public or private agency, office or registrar; (B) the right, if any, to claim priority based on the filing dates of any Transferred Marks under the laws of any jurisdiction and/or under international conventions or treaties; (C) the rights to all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Transferred Marks, including the right to

sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation, dilution or other violation; (D) all rights to collect income, royalties, damages and other payments now or hereafter due or payable under or on account of the Transferred Marks; (E) the right to fully and entirely stand in place of Assignor in all matters related thereto and (F) all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Transferred Marks.

2. Cooperation. Assignor shall, at its expense, take reasonable actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Trademark Assignment and to perfect Assignee's title in and to those Transferred Marks assigned to it hereunder.

3. Recordation. Assignee shall be solely responsible for all actions whatsoever, including but not limited to taxes, attorneys' fees and trademark office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the Transferred Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Assignee of the Transferred Marks. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

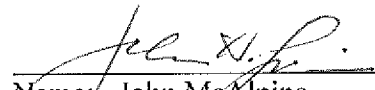
4. Governing Law. This Trademark Assignment shall be governed by the governing law and venue provisions of Section 9.11 of the APA.

5. General Provisions. All capitalized terms used in this Trademark Assignment and not defined herein shall have the meanings set forth in the APA. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment. This Trademark Assignment, along with its Schedule and the APA and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Trademark Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment shall not waive any of its rights under such terms or provisions. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the APA and this Trademark Assignment, the provisions of the APA shall control.

[Remainder of this page intentionally left blank]

Date: February 28, 2017

ASSIGNEE

By 
Name: John McAlpine
Title: Chief Financial Officer

SCHEDULE A
TRANSFERRED MARKS

Trademarks and Trademark Applications

Trademark	Country	Filing Date	Filing Number	Registration Date	Registration No.	Owner
BAX	Argentina	2/24/1999	2204171	4/17/2000	1789404	E. I. du Pont de Nemours and Company
BAX	Argentina	2/24/1999	2204170	4/17/2000	1789403	E. I. du Pont de Nemours and Company
BAX	Australia	5/25/1998	A763014	1/8/1999	763014	E. I. du Pont de Nemours and Company
BAX	Brazil	5/31/1999	821391470	8/3/2010	821391470	E. I. du Pont de Nemours and Company
BAX	Brazil	5/31/1999	821391488	11/18/2014	821391488	E. I. du Pont de Nemours and Company
BAX	Canada	9/1/1999	1027574	9/9/2002	TMA567028	E. I. du Pont de Nemours and Company
BAX	Chile	5/31/1999	450225	12/13/1999	555407	E. I. du Pont de Nemours and Company
BAX	China	4/27/2009	7354902	9/28/2010	7354902	E. I. du Pont de Nemours and Company
BAX	China	4/27/2009	7354901	12/7/2010	7354901	E. I. du Pont de Nemours and Company
BAX	Costa Rica	4/22/2009	01/2009-003135	8/14/2009	193747	E. I. du Pont de Nemours and Company
BAX	Egypt	11/16/2015	325805			E. I. du Pont de Nemours and Company
BAX	Egypt	11/16/2015	325806			E. I. du Pont de Nemours and Company
BAX	European Union	9/22/1997	000636670	3/8/1999	000636670	E. I. du Pont de Nemours and Company
BAX	Hong Kong	5/27/1998	9806896	5/27/1998	06360/1999	E. I. du Pont de Nemours and

Trademark	Country	Filing Date	Filing Number	Registration Date	Registration No.	Owner
						Company
BAX	India	1/19/2005	1333339	1/19/2005	1333339	E. I. du Pont de Nemours and Company
BAX	Israel	5/27/1998	119898	12/4/2001	119898	E. I. du Pont de Nemours and Company
BAX	Israel	3/14/1999	126472	12/4/2001	126472	E. I. du Pont de Nemours and Company
BAX	Japan	11/11/1997	175116/1997	12/27/2002	4633444	E. I. du Pont de Nemours and Company
BAX	Kenya	10/28/2013	80515	10/28/2013	80515	E. I. du Pont de Nemours and Company
BAX	Kuwait	11/11/2015	174301			E. I. du Pont de Nemours and Company
BAX	Kuwait	11/11/2015	174302			E. I. du Pont de Nemours and Company
BAX	Mexico	7/24/2003	611448	8/21/2003	805014	E. I. du Pont de Nemours and Company
BAX	Mexico	7/24/2003	611449	5/25/2004	832526	E. I. du Pont de Nemours and Company
BAX	Monaco	10/1/1998	20093	12/23/1998	9819970	E. I. du Pont de Nemours and Company
BAX	Nigeria	10/25/2013	FTMO201310467	9/10/2015	3492-306120168058	E. I. du Pont de Nemours and Company
BAX	Nigeria	10/25/2013	FTM0201310468			E. I. du Pont de Nemours and Company
BAX	Norway	9/25/1998	199808641	4/26/2001	208206	E. I. du Pont de Nemours and Company
BAX	Russian Federation	7/26/2007	2007722994	9/3/2010	417616	E. I. du Pont de Nemours and Company

Trademark	Country	Filing Date	Filing Number	Registration Date	Registration No.	Owner
BAX	Saudi Arabia	8/14/2016	1437025040			E. I. du Pont de Nemours and Company
BAX	Serbia (ex-Serbia & Montenegro)	10/21/2013	Z-1723/2013	5/23/2014	67471	E. I. du Pont de Nemours and Company
BAX	Singapore	5/28/1998	5310/98	5/28/2002	T98/05310B	E. I. du Pont de Nemours and Company
BAX	South Africa	7/4/2007	2007/14405	7/4/2007	200714405	E. I. du Pont de Nemours and Company
BAX	South Africa	7/4/2007	2007/14406	7/4/2007	200714406	E. I. du Pont de Nemours and Company
BAX	South Korea / Republic of Korea	9/15/1999	40199934647	5/19/2000	4004704300000	E. I. du Pont de Nemours and Company
BAX	South Korea / Republic of Korea	7/7/1998	40199817236	4/11/2000	4004680170000	E. I. du Pont de Nemours and Company
BAX	Thailand	7/11/2007	666892	7/10/2007	TM288981	E. I. du Pont de Nemours and Company
BAX	Thailand	7/11/2007	666893	7/11/2007	TM288982	E. I. du Pont de Nemours and Company
BAX	Turkey	7/24/2007	2007/40345	7/24/2007	2007/40345	E. I. du Pont de Nemours and Company
BAX	United Arab Emirates	11/10/2015	243403			E. I. du Pont de Nemours and Company
BAX	United Arab Emirates	11/10/2015	243404			E. I. du Pont de Nemours and Company
BAX	United States Of America	7/31/1995	74/708785	6/16/1998	2166144	E. I. du Pont de Nemours and Company
BAX	United States Of America	9/17/1998	75/554567	6/12/2001	2460072	E. I. du Pont de Nemours and Company
BAX	Venezuela	12/17/2015	2015/018660			E. I. du Pont de

Trademark	Country	Filing Date	Filing Number	Registration Date	Registration No.	Owner
						Nemours and Company
BAX	Venezuela	12/17/2015	2015/018662			E. I. du Pont de Nemours and Company
QUALIBAX	Japan	5/8/2002	200237351	8/29/2003	4704575	E. I. du Pont de Nemours and Company
QUALIBAX	Japan	5/8/2002	200237350	8/29/2003	4704574	E. I. du Pont de Nemours and Company
QUALICON	Brazil	5/31/1999	821391461	12/31/2012	821391461	E. I. du Pont de Nemours and Company
QUALICON	China	1/10/2011	9036714	1/21/2012	9036714	E. I. du Pont de Nemours and Company
QUALICON	China	1/10/2011	9036713	5/14/2014	9036713	E. I. du Pont de Nemours and Company
QUALICON	India	1/17/2005	1332586	1/17/2005	1332586	E. I. du Pont de Nemours and Company
QUALICON	Mexico	5/3/2011	1237362	9/8/2011	1237362	E. I. du Pont de Nemours and Company
QUALICON	Mexico	5/3/2011	1175052	9/6/2011	1236954	E. I. du Pont de Nemours and Company
RIBOPRINTER	Australia	9/29/1998	A774280	5/14/1999	774280	E. I. du Pont de Nemours and Company
RIBOPRINTER	Australia	3/15/1995	A655754	7/18/1996	A655754	E. I. du Pont de Nemours and Company
RIBOPRINTER	Austria	3/16/1995	AM1537/95	7/12/1995	158750	E. I. du Pont de Nemours and Company
RIBOPRINTER	Benelux	3/17/1995	78969	3/17/1995	571452	E. I. du Pont de Nemours and Company
RIBOPRINTER	Brazil	3/23/2000	822094045	7/13/2010	822094045	E. I. du Pont de Nemours and

Trademark	Country	Filing Date	Filing Number	Registration Date	Registration No.	Owner
						Company
RIBOPRINTER	Brazil	3/23/2000	822094053	7/13/2010	822094053	E. I. du Pont de Nemours and Company
RIBOPRINTER	Canada	3/28/1995	779029	8/9/2000	530915	E. I. du Pont de Nemours and Company
RIBOPRINTER	China	4/27/2009	7354900	9/28/2010	7354900	E. I. du Pont de Nemours and Company
RIBOPRINTER	China	4/27/2009	7354899	12/7/2010	7354899	E. I. du Pont de Nemours and Company
RIBOPRINTER	Colombia	8/1/2012	12129548	12/28/2012	467655	E. I. du Pont de Nemours and Company
RIBOPRINTER	Denmark	3/17/1995	2135/95	12/1/1995	8140/95	E. I. du Pont de Nemours and Company
RIBOPRINTER	Egypt	11/5/2015	325807			E. I. du Pont de Nemours and Company
RIBOPRINTER	European Union	10/1/1998	000968776	1/19/2000	968776	E. I. du Pont de Nemours and Company
RIBOPRINTER	France	3/21/1995	95/563812	3/21/1995	95/563812	E. I. du Pont de Nemours and Company
RIBOPRINTER	Germany	3/16/1995	395119014	1/10/1996	39511901	E. I. du Pont de Nemours and Company
RIBOPRINTER	Greece	3/30/1995	123699	12/17/1997	123699	E. I. du Pont de Nemours and Company
RIBOPRINTER	Hong Kong	9/29/1998	9812885	9/29/1998	13148/1999	E. I. du Pont de Nemours and Company
RIBOPRINTER	Hong Kong	3/14/1995	3277/95	3/20/1995	8733/1997	E. I. du Pont de Nemours and Company
RIBOPRINTER	India	1/13/2005	1331886	11/27/2008	1331886	E. I. du Pont de Nemours and Company

Trademark	Country	Filing Date	Filing Number	Registration Date	Registration No.	Owner
RIBOPRINTER	Ireland	3/16/1995	95/1816	3/16/1995	167701	E. I. du Pont de Nemours and Company
RIBOPRINTER	Israel	10/10/2012	249945	10/10/2012	249945	E. I. du Pont de Nemours and Company
RIBOPRINTER	Italy	3/22/1995	RM95C001403	6/13/1997	713378	E. I. du Pont de Nemours and Company
RIBOPRINTER	Japan	9/30/1998	83164/1998	2/10/2000	4361108	E. I. du Pont de Nemours and Company
RIBOPRINTER	Japan	4/7/1995	33853/95	5/16/1997	4001333	E. I. du Pont de Nemours and Company
RIBOPRINTER	Kenya	10/28/2013	80514	10/28/2013	80514	E. I. du Pont de Nemours and Company
RIBOPRINTER	Kuwait	1/11/2015	74358	1/15/2015	74358	E. I. du Pont de Nemours and Company
RIBOPRINTER	Mexico	2/3/1999	362440	3/30/1999	605290	E. I. du Pont de Nemours and Company
RIBOPRINTER	Monaco	10/1/1998	20094	12/23/1998	9819971	E. I. du Pont de Nemours and Company
RIBOPRINTER	Monaco	4/12/1995	016261	6/16/1995	9516205	E. I. du Pont de Nemours and Company
RIBOPRINTER	New Zealand	10/5/1998	299256	10/5/1998	299256	E. I. du Pont de Nemours and Company
RIBOPRINTER	New Zealand	3/15/1995	246788	3/15/1995	246788	E. I. du Pont de Nemours and Company
RIBOPRINTER	Nigeria	10/25/2013	FTMO201310471			E. I. du Pont de Nemours and Company
RIBOPRINTER	Norway	9/30/1998	199808797	5/20/1999	197609	E. I. du Pont de Nemours and Company
RIBOPRINTER	Norway	3/17/1995	951763	8/29/1996	176476	E. I. du Pont de

Trademark	Country	Filing Date	Filing Number	Registration Date	Registration No.	Owner
						Nemours and Company
RIBOPRINTER	Portugal	3/20/1995	308399	3/5/1996	308399	E. I. du Pont de Nemours and Company
RIBOPRINTER	Russian Federation	10/5/2012	2012734727	2/24/2014	507113	E. I. du Pont de Nemours and Company
RIBOPRINTER	Saudi Arabia	/14/2016	437025042			E. I. du Pont de Nemours and Company
RIBOPRINTER	Serbia (ex-Serbia & Montenegro)	10/8/2013	z-1649/2013	5/26/2014	67478	E. I. du Pont de Nemours and Company
RIBOPRINTER	Singapore	10/1/1998	98/09897	10/1/1998	T98/09897A	E. I. du Pont de Nemours and Company
RIBOPRINTER	Singapore	3/20/1995	S/2477/95	3/20/1995	T95/02477B	E. I. du Pont de Nemours and Company
RIBOPRINTER	South Africa	10/4/2012	2012/26964	10/4/2012	2012/26964	E. I. du Pont de Nemours and Company
RIBOPRINTER	South Korea / Republic of Korea	11/21/1998	199830565	4/21/2000	40468454	E. I. du Pont de Nemours and Company
RIBOPRINTER	South Korea / Republic of Korea	4/10/1995	9513621	10/18/1996	348747	E. I. du Pont de Nemours and Company
RIBOPRINTER	South Korea / Republic of Korea	10/30/1999	40199940980	4/11/2000	468013	E. I. du Pont de Nemours and Company
RIBOPRINTER	South Korea / Republic of Korea	4/10/1995	13620/1995	2/12/1997	0356018	E. I. du Pont de Nemours and Company
RIBOPRINTER	Spain	4/12/1995	1959974	6/5/1996	1959974	E. I. du Pont de Nemours and Company
RIBOPRINTER	Sweden	3/17/1995	9503205	1/12/1996	307806	E. I. du Pont de Nemours and Company
RIBOPRINTER	Switzerland	9/30/1998	08053/1998	9/30/1998	459435	E. I. du Pont de Nemours and

Trademark	Country	Filing Date	Filing Number	Registration Date	Registration No.	Owner
						Company
RIBOPRINTER	Switzerland	3/15/1995	2729/19955	9/3/1996	427070	E. I. du Pont de Nemours and Company
RIBOPRINTER	Thailand	7/11/2007	666890	7/10/2007	TM320016	E. I. du Pont de Nemours and Company
RIBOPRINTER	Thailand	7/11/2007	666891	7/11/2007	TM288809	E. I. du Pont de Nemours and Company
RIBOPRINTER	Turkey	2/8/2015	015100481	2/8/2015	015100481	E. I. du Pont de Nemours and Company
RIBOPRINTER	United Arab Emirates	1/10/2015	43405			E. I. du Pont de Nemours and Company
RIBOPRINTER	United Kingdom	3/22/1995	2015154	3/22/1995	2015154	E. I. du Pont de Nemours and Company
RIBOPRINTER	United States Of America	1/12/2004	78/350596	8/22/2006	3131861	E. I. du Pont de Nemours and Company
STATMEDIA	China	4/27/2009	7354898	9/28/2010	7354898	E. I. du Pont de Nemours and Company
STATMEDIA	United States Of America	6/8/2006	78903419	10/16/2007	3314672	E. I. du Pont de Nemours and Company