

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428216

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 HealthCare LLC		01/04/2016	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Ascensia Diabetes Care Holdings AG		
Street Address:	Peter Merian-Strasse 90		
City:	Basel		
State/Country:	SWITZERLAND		
Postal Code:	4052		
Entity Type:	Limited Liability Company: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86813974	A	
Serial Number:	86621082	ASCENSIA	
Serial Number:	86803708	CONTOUR	
CORRESPONDENCE DATA			
Fax Number:	9732011783		
<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:	862-225-2557		
Email:	DCTrademarks@Ascensia.com		
Correspondent Name:	Ascensia Diabetes Care Holdings AG		
Address Line 1:	Peter Merian-Strasse 90		
Address Line 4:	Basel, SWITZERLAND 4052		
NAME OF SUBMITTER:	Katie Blakley/		
SIGNATURE:	/Katie Blakley/		
DATE SIGNED:	05/19/2017		
Total Attachments: 6			
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Intellectual Property Sale and Transfer Agreement

This intellectual property sale and transfer agreement ("**Assignment**") is entered into this 4th day of January, 2016 ("**Effective Date**"), between Bayer HealthCare LLC, a Delaware limited liability corporation with a principal place of business at 100 Bayer Boulevard, Whippany, NJ 07981 and registered with Corporation Services Company, 2711 Centerville Road, Wilmington, Delaware 19808 under 353 6270 ("**Assignor**"), and Ascensia Diabetes Care Holdings AG, a limited liability company under Swiss law, having its seat and registered address at Peter-Merian-Str. 90, 4052 Basel (Switzerland), with company number CHE-427.105.881, registered with the Commercial Registry of the Canton of Basel town ("**Assignee**").

Assignor has adopted and is the owner and/or applicant of certain trademarks and trademark applications identified on **Exhibit 1** attached hereto and certain domains identified on **Exhibit 2** attached hereto (such trademarks, trademark applications and domains together the "**Assigned Marks**") as well as copyright protected works disclosed in such Assigned Marks (the "**Works**"); and

Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee all right, title, and interest in, to and under, and all of the benefit of, all the Assigned Marks and Works.

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

1. Transfer of Assigned Marks and Works. Assignor hereby irrevocably sells with economic effect and conveys, transfers, assigns and delivers with *in rem* effect as of the Effective Date to Assignee, all right, title, and interest in, to and under, and all the full and exclusive benefit of, the Assigned Marks and Works, together with all of the goodwill of the business in which the Assigned Marks have been used, any and all causes of action (in law or equity) and rights to sue, counterclaim and/or collect and recover damages or other forms of relief for past, present or future infringement or dilution of, or violation, or damage or injury to, the Assigned Marks and Works or such associated goodwill, and all rights to file for and maintain registrations, renewals and extensions of the Assigned Marks and Works, the same to be held and enjoyed by Assignee absolutely. The Assignee hereby purchases the foregoing rights and hereby accepts such assignments, transfers, conveyances and deliveries. Assignee shall hold all the benefit of and right, title and interest in, to and under the Assigned Marks and Works as fully and exclusively as same would have been held and enjoyed by Assignor had the above assignments or transfers not been made.

2. Copyrights to Works. For the avoidance of doubt the transfer of copyrights to Works, mentioned in Section 1 above, shall take place without territorial or time limitations and cover the forms of exploitation that are known at the Effective Date, in particular:

a) within the scope of fixing and reproduction of works – production of copies of a piece of work with the use of specific technology, including printing, reprographics, magnetic fixing and digital technology,

b) within the scope of trading the original or the copies on which the work was fixed – introduction to trade, letting for use or rental of the original copies,

c) within the scope of dissemination of works in a manner different or defined in point b) above – public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making the work publicly available in such a manner that anyone could access it at a place and time selected thereby.

Within the scope determined in this Section 2 and with the effect as of the Effective Date – the Assignor transfers and the Assignee acquires the exclusive right to permit the exercise of derivative copyrights to Works. Assignor also hereby declares that he permits the Assignee to exercise author personal rights to Works and that he is duly authorized to give the Assignee such a consent.

3. Exclusive License. Where a complete transfer with effect *in rem* of the rights in and to the Works is not possible due to national law (e.g. in the case of German copyrights) Assignor hereby grants to Assignee, and Assignee hereby accepts, to all such Works with effect as of the Effective Date, an exclusive, irrevocable, perpetual, worldwide, unrestricted, unlimited in scope, non-redeemable, fully paid-up, royalty free, sublicensable and transferable license and allow herewith all kind of revisions and possible uses and exploitations, including the rights mentioned in Section 2 as well as to copy or disseminate, transfer, distribute, amend, translate or enhance, and to use and exploit the results created in this manner in the same way as the original versions, in each case to the extent permitted under applicable law and the Works concerned, until all such additional requirements for a full transfer and assignment have been executed and effectuated or, if earlier, until the expiration of the protection period of the respective rights in and to the Works. The above granting of rights shall come as close as possible to a full rights transfer.

4. Further Assurances. Assignor shall, without being obliged to incur any costs (other than internal cost) except to the extent that Assignee agrees to reimburse such costs, 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 perfect the aforesaid transfers, assignments and licenses, including, without limitation, any assignment agreements and documents required to be recorded or filed under the laws of any relevant jurisdictions to perfect the foregoing assignments, transfers and licenses, and to document and record with the appropriate authorities the aforesaid assignments, transfers and licenses, provided that Assignee shall be solely responsible for filing and recording such agreements and documents.

Notwithstanding anything else herein, should a trademark application be pending, the Assignee may (in its sole discretion) require that such application be completed by the Assignor, at Assignee's expense, and upon registration of such trademark, it is deemed assigned and transferred to the Assignee and the Assignor shall execute and deliver, without being obliged to incur any costs (other than internal cost) except to the extent that Assignee agrees to reimburse such costs, any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to register, document and record with the appropriate authorities the aforesaid assignment and transfer.

5. Authorizations. Assignor hereby authorizes and requests the Director of the

United States Patent and Trademark Office, and any other official of foreign countries throughout the world whose duty is to register or record trademark registrations and applications therefor, to record Assignee as the owner and subsequent proprietor of the Assigned Marks and Works.

5. Consideration. The purchase price to be paid by the Assignee to the Assignor for the sale, transfer, assignment, conveyance and delivery and granting of rights, title, and interest in, to and under the Assigned Marks and Works has been compensated by the remuneration to be paid under the Asset Sale and Transfer Agreement concluded between Assignor and Assignee dated 4 January 2016 and, therefore, no payment or consideration shall be due by the Assignee under this Assignment.

7. No Representations and Warranties. To the extent legally permissible, all claims of Purchaser regarding defects in quality or title in the Business shall be excluded. Each Party hereby waives any claims under statutory representations and warranties (Sections 434 *et seq.* of the German Civil Code), statutory contractual or pre-contractual obligations (Sections 280 to 282, 311 of the German Civil Code) or frustration of contract (Section 313 of the German Civil Code) or tort (Sections 823 *et seq.* of the German Civil Code), and no Party shall have any right to rescind, cancel or otherwise terminate this Agreement or exercise any right or remedy which would have a similar effect. The foregoing shall not affect (i) any rights and remedies of the Parties for fraud or wilful misconduct (*Vorsatz*), (ii) any claims of Seller arising from a breach of Purchaser's obligation to pay the Purchase Price in accordance with Section 5 and (iii) any claims of or against Seller for specific performance (*primäre Erfüllungspflichten*) under this Agreement.

8. Counterparts. This Assignment may be executed manually 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.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of Germany (excluding conflict of laws rules and the United Nations Convention on the Sale of Goods). Deviating from the sentence above, local laws shall be applicable if and to the extent the respective Assigned Marks and/ or Works are subject to a mandatory local law which requires that this Assignment shall be subject to such local laws to become effective.

All disputes, controversies or claims arising out of, or in connection with, this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce as applicable from time to time by three arbitrators appointed in accordance with said rules who shall have the qualification to become a judge in Germany. The Claimant(s) shall nominate one arbitrator in the Request for Arbitration. The Respondent(s) shall nominate one arbitrator in the Answer to the Request. The two party-nominated arbitrators will then attempt to agree, in consultation with the parties to the arbitration, upon the nomination of a Chair, barring which the

ICC Court shall select the Chair. Place of arbitration shall be Zurich, Switzerland. The language of the arbitration shall be English.

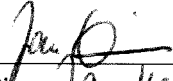
10. Successors; Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

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

ASSIGNOR:

BAYER HEALTHCARE LLC

By 
Name: Jan Hehlmann
Function: By power of attorney

ASSIGNEE:

ASCENSIA DIABETES CARE
HOLDINGS AG

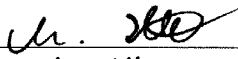
By 
Name: M. Steer
Function: By power of attorney

Exhibit 1

No.	Trademark Name	Status	Application No.	Filing Date
1	A Design (logo)	Pending	86/813974	Nov. 9, 2015
2	ASCENSIA	Pending	86/621082	May 6, 2015
3	CONTOUR	Pending	86/803708	Oct. 29, 2015