

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM453384

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		08/25/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Innovatus Imaging Corporation		
Street Address:	625 Alpha Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15238		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4026717	PERFORMANCE PROVEN	
Registration Number:	4206342	TRUSOURCE	
CORRESPONDENCE DATA			
Fax Number:	4122091845		
<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:	412-297-4900		
Email:	iptrademark@cohenlaw.com		
Correspondent Name:	COHEN & GRIGSBY, P.C.		
Address Line 1:	625 LIBERTY AVENUE		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-3152		
ATTORNEY DOCKET NUMBER:	28584.1		
NAME OF SUBMITTER:	Noland J. Cheung		
SIGNATURE:	/noland j. cheung/		
DATE SIGNED:	12/06/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is entered into this 31st day of August 2017 between Bayer HealthCare LLC, a Delaware limited liability company ("**Assignor**"), and Innovatus Imaging Corporation ("**Assignee**").

Assignor, Bayer Medical Care Inc., Bayer U.S. LLC, Bayer Medical Care B.V., Bayer R&I B.V., Assignee and (vi) MVS Europe B.V. have entered into that certain Asset Purchase Agreement dated as of July 18, 2017, as amended (the "**Purchase Agreement**") (capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement);

Assignor has adopted and is the owner of certain trademarks identified on Exhibit 1 attached hereto (the "**Assigned Marks**"); and

Pursuant to the terms of the Purchase 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 the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase 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, 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, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made. The parties agree that Assignee is the successor to the portion of the ongoing and existing business to which the Assignment Marks pertain.

2. Further Assurances. 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, 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 give effect to the assignment and transfer contemplated hereby, including to document and record with the appropriate authorities such 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. Terms of the Purchase Agreement. 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 Purchase 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 Purchase Agreement, the terms of the Purchase 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.

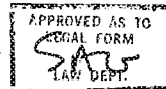
6. Governing Law. This Assignment shall be construed, performed, and enforced in accordance with, and governed by, the internal laws of the State of Delaware, without giving effect to the principles of conflict of law thereof.

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 HEALTHCARE LLC

By Daniel Apel

Name: Daniel Apel

Title: President

STATE OF NEW JERSEY
COUNTY OF MORRIS ss.

On this ^{25th} ~~31~~ day of August 2018, before me appeared Daniel Apel,
the person who signed this instrument, who acknowledged that he signed such instrument as his
free act and deed.

Karen Van Easteren
Notary Public

My commission expires: _____

KAREN VAN EASTEREN
A Notary Public of New Jersey
My Commission Expires September 24, 2022

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

ASSIGNEE:

Innovatus Imaging Corporation

By 

Name: Steven Rosen

Title: Co-Vice President

[Signature Page to Trademark Assignment (BMC)]

Exhibit 1

Country	Trademark	Status	Registered Owner	Application No	Application Date	Registration No	Registration Date
European Union	MVS MultiVendorService	Registered	Bayer HealthCare LLC	3667003	17. Feb 04	3667003	14. Jul 05
European Union	PERFORMANCE PROVEN	Registered	Bayer HealthCare LLC	9228057	07. Jul 10	9228057	22. Dec 10
United States of America	PERFORMANCE PROVEN	Registered	Bayer HealthCare LLC	77/907,545	08. Jan 10	4,026,717	13. Sep 11
European Union	TRUSOURCE	Registered	Bayer HealthCare LLC	9228081	07. Jul 10	9228081	22. Dec 10
United States of America	TRUSOURCE	Registered	Bayer HealthCare LLC	77/907,547	08. Jan 10	4,206,342	11. Sep 12