# CH \$90.00 3560(

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM500646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Baxter Heatlhcare Corporation		11/20/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Baxter International Inc.		
Street Address:	One Baxter Parkway		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3560690	VERISCAN
Registration Number:	4278695	TRUE PROCESS
Registration Number:	4673727	VINES

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: lisa morani@baxter.com

Correspondent Name: Jeffrey C. Nichols
Address Line 1: One Baxter Parkway

Address Line 4: Deerfield, ILLINOIS 60015

NAME OF SUBMITTER:	JEFFREY C. NICHOLS
SIGNATURE:	/jeffrey c. nichols/
DATE SIGNED:	12/04/2018

**Total Attachments: 4** 

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TRADEMARK REEL: 006503 FRAME: 0090

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), is effective as of the 20 <sup>44</sup> day of November, 2018 by and between Baxter Healthcare Company, a company incorporated under the laws of the State of Delaware, with a principal place of business at One Baxter Parkway, Deerfield, Illinois 60015, U.S.A. (the "Assignor"), and Baxter International Inc., a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at One Baxter Parkway, Deerfield, Illinois 60015, U.S.A. (the "Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks listed on Schedule A attached hereto (collectively, the "Trademarks"), including all registrations and applications therefor and all goodwill associated therewith; and

WHEREAS, Assignor desires to assign all right, title, and interest in and to the Trademarks to Assignee, and Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks.

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

- 1. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title, and interest in and to the Trademarks, including but not limited to any and all registrations or pending applications associated with the Trademarks, any and all goodwill associated with the Trademarks, any and all use based rights associated with the Trademarks, and any and all claims and rights to sue for past, present, and future infringement, dilution, or misappropriation of the Trademarks.
- Assignor hereby authorizes and requests the respective trademark office or governmental
  agency in each jurisdiction to record this Assignment and to issue any trademarks or trademark
  registrations from any trademark application assigned herein to and in the name of Assignee.
- 3. This Assignment may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument. Facsimile, electronic, and digital copies of the Assignment, including properly executed PDF versions of the Assignment, shall be regarded as an original instrument by the parties.
- 4. If any provision of this Assignment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the provision will be automatically severed from this Assignment and the remainder of the provisions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated. A provision that is valid, legal and enforceable shall be substituted for the severed provision.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed on its behalf by a duly authorized representative.

\*\*\*\*

Assignor: Baxter Healthcare Corporation

Assignee: Baxter International Inc.

Name: Ellen K. McIntosh

Title: Vice President and Secretary

Date: November 20, 2018.

Name: Joseph P. Reagen

Title: Additional Authorized Officer

Date: November  $\hat{\mathcal{L}}$ 7<sup>th</sup>, 2018.

# APPENDIX A

# U.S. Federal Trademark Registrations

Mark	Original Filing Basis	Current Basis	Country	Serial No.	Reg. Date	Reg. No.	Status
VERISCAN	1(a)	1(a)	U.S.	77/487,700	1/13/2009	3,560,690	Registered (Principal)
TRUE PROCESS	1(a)	1(a)	U.S.	85/613,211	1/22/2013	4,278,695	Registered (Principal)
VINES	1(a)	1(a)	U.S.	85/916,329	1/20/215	4,673,727	Registered (Principal)

# Canadian Trademark Registration

Mark	Country	Serial No.	Reg. Date	Reg. No.	Status
VERISCAN	Canada	1440780	6/7/2012	TMA 825,717	Registered

State of Illinois County of Lake

This instrument was acknowledged before me on November  $20^{16}$ , 2018 by Ellen K. McIntosh.

OFFICIAL SEAL NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Feb 4, 2020

State of Illinois County of Lake

This instrument was acknowledged before me on November 27, 2018 by Joseph P. Reagen.

Notary Public

OFFICIAL SEAL

**RECORDED: 12/04/2018**