

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613844

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900573811		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cheetah Medical, Inc.		08/28/2020	Corporation: MASSACHUSETTS
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3472950	BIOREACTANCE	
Registration Number:	4928273	CHEETAH NICOM	
Registration Number:	3709132	ECO	
Registration Number:	4937214	STARLING	
CORRESPONDENCE DATA			
Fax Number:	2249483827		
<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:	2249484922		
Email:	sherri_washington@baxter.com		
Correspondent Name:	Jeffrey C. Nichols		
Address Line 1:	One Baxter Parkway		
Address Line 4:	Deerfield, ILLINOIS 60015		
ATTORNEY DOCKET NUMBER:	202001215		
NAME OF SUBMITTER:	Jeffrey C. Nichols		
SIGNATURE:	/JEFFREY C NICHOLS/		
DATE SIGNED:	12/11/2020		

Total Attachments: 11

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), is effective as of the 26 day of August, 2020 by and between **Cheetah Medical, Inc.**, a Delaware corporation having a principal place of business at 1320 Center Street, Suite 404, Newton Center, MA 02459, U.S.A. (the "Assignor") and **Baxter International Inc.**, a Delaware corporation having a principal place of business at One Baxter Parkway, Deerfield, IL 60015, U.S.A. (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to all of the trademarks listed on the attached Schedule A and incorporated herein by reference into this Assignment (collectively, the "Trademarks"); 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, to and under the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

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

1. Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, and assigns, all of Assignor's worldwide right, title and interest in and to the Trademarks together with the goodwill of the business associated with said Trademarks and any registrations or pending applications thereof, including the right to use the Trademarks on all the goods and/or services covered by such registrations or pending applications, any rights associated with the Trademarks under common law, and the right to all remedies including damages, an accounting of profits or other proceeds and causes of action relating to past, present or future infringement or dilution of said Trademarks.
2. Assignor agrees to execute and deliver such documents, and to take such actions, as may be reasonably requested by Assignee, its successors or assigns, to give effect to this Assignment and to vest, perfect, confirm, record or otherwise reflect or give effect to Assignee's rights as set forth herein.
3. Assignor hereby requests that the head of each country's Trademark Office record Assignee as assignee of the Trademarks, for the sole use and enjoyment of Assignee, its successors, legal representatives and assigns. Assignor and Assignee acknowledge and agree that, to the best of their knowledge, the recordal of the Assignee as the assignee of the Trademarks will not result in consumer confusion.
4. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Assignor:

Cheetah Medical, Inc.

By: Ellen K. McIntosh

Name: Ellen K. McIntosh

Title: Vice President and Secretary

Date: August 28, 2020

Assignee:

Baxter International Inc.

By: Matthew Rice

Name: Matthew Rice

Title: Assistant Corporate Secretary

Date: August 28, 2020

SCHEDULE A

Trademark	Country	Registration/Application Number	International Classes
BIOREACTANCE	Canada	TMA769907	10
BIOREACTANCE	China	6137874	10
BIOREACTANCE	European Union	006053656	9, 10, 44
BIOREACTANCE	Israel	201711	10
BIOREACTANCE	Japan	5085067	10
BIOREACTANCE	United States	3472950	10
CHEETAAH (STYLIZED)	China	7685537	10
CHEETAH NICOM	Canada	TMA948643	10
CHEETAH NICOM	China	23075558	10
CHEETAH NICOM	Israel	271016	10
CHEETAH NICOM	European Union	1229162	10
CHEETAH NICOM	Japan	1229162	10
CHEETAH NICOM	United States	4928273	10
CHEETAH NICOM	International WIPO	1229162	10
ECO	United States	3709132	10
STARLING	Colombia	1216591	10
STARLING	European Union	017903388	9
STARLING	Japan	1216591	10
STARLING	Mexico	1538903	10
STARLING	United States	4937214	10
STARLING	International WIPO	1216591	10
STARLING SV	China	19503369	10
STARLING SV	Japan	6015248	10

REQUEST FOR THE RECORDING OF A CHANGE IN OWNERSHIP

<p><u>For the holder (transferor)/new owner (transferee)</u></p> <p>This request contains the following number of continuation sheets: </p> <p>Holder/new owner's reference: <u>202001290</u></p>	<p><u>For the Office</u></p> <p>Office's reference:</p>
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1 INTERNATIONAL REGISTRATION NUMBER(S)
 (several international registrations may be indicated below, provided that all registrations concerned are the subject of a total change in ownership, as provided for in item 6(a))

1229162 1216591

2 NAME OF THE HOLDER (TRANSFEROR)
 (as recorded in the International Register)

Cheetah Medical, Inc.

3 NEW OWNER (TRANSFEREE)

(a) Name: Baxter International Inc.

(b) Address: Baxter International Inc.
One Baxter Parkway
Deerfield, IL 60015
United States

(c) Address for correspondence: Baxter International Inc.
One Baxter Parkway
Deerfield, IL 60015
United States

(d) Telephone: 224/948-4922 Fax: 224/948-3827
 E-mail address: jay_nichols@baxter.com

By providing an e-mail address, any further correspondence from the International Bureau related to this/these international registration(s) will be sent only electronically and, therefore, you will no longer receive any paper correspondence. Likewise, any further correspondence from the International Bureau related to other international applications or international registrations for which the same e-mail address has been, or will be, provided will also be sent only electronically. Please note that, for the purpose of electronic communication, there can be only one e-mail address recorded per each international registration.

4

ENTITLEMENT OF THE NEW OWNER (TRANSFEREE) TO BE THE HOLDER OF THE INTERNATIONAL REGISTRATION

(a) Indicate in the appropriate space(s):

(i) the name of the Contracting State of which the new owner (transferee) is a national; and/or,

United States of America

(ii) the name of the State member of a Contracting Organization of which the new owner (transferee) is a national; and/or,

(iii) the name of the Contracting Party in the territory of which the new owner (transferee) is domiciled; and/or,

(iv) the name of the Contracting Party in the territory of which the new owner (transferee) has a real and effective industrial or commercial establishment:

(b) Where the new owner (transferee) is not a national of a Contracting State or of a State member of a Contracting Organization and the address given in item 3(b) is not in the territory of any of the Contracting Parties mentioned in paragraph (a)(iii) or (iv) of the present item, indicate in the space provided below:

(i) the address of the new owner (transferee) in the territory of the Contracting Party mentioned in paragraph (a)(iii) of the present item; or,

(ii) the address of the new owner's (transferee) industrial or commercial establishment in the territory of the Contracting Party mentioned in paragraph (a)(iv) of the present item.

5

APPOINTMENT OF A REPRESENTATIVE BY THE NEW OWNER (TRANSFEREE)¹

Name: Jeffrey C. Nichols

Address: Baxter Healthcare Corporation

Attn: Jay Nichols

One Baxter Parkway

DF2-1W

Deerfield, Illinois 60015

United States of America

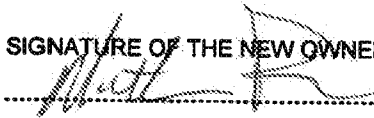
Telephone: (224) 948-4922

Fax: 224/948-3827

E-mail address: jay_nichols@baxter.com

By providing an e-mail address, any further correspondence from the International Bureau related to this/these international registration(s) will be sent only electronically and, therefore, you will no longer receive any paper correspondence. Likewise, any further correspondence from the International Bureau related to other international applications or international registrations for which the same e-mail address has been, or will be, provided will also be sent only electronically. Please note that, for the purpose of electronic communication, there can be only one e-mail address recorded per each international registration.

SIGNATURE OF THE NEW OWNER (TRANSFEREE) APPOINTING THE ABOVE REPRESENTATIVE (compulsory)



¹ This item should be used where the new owner (transferee) wishes to appoint a representative. Note that, if the person recorded as the representative of the holder (transferor) is to be recorded as the representative of the new owner (transferee), such appointment should be made by completing this item.

6

SCOPE OF THE CHANGE IN OWNERSHIP²

(check either (a) or (b))

(a) **TOTAL CHANGE IN OWNERSHIP** (the change in ownership is to be recorded for all the Contracting Parties designated in the international registration(s) indicated in item 1, and for all the goods and services covered by such international registration(s));

(b) **PARTIAL CHANGE IN OWNERSHIP** (read note No. 3 on the cover page before checking this box)

(i) the change in ownership is to be recorded for the designated Contracting Parties indicated below (if no Contracting Party is indicated, it will be understood that the change in ownership is to be recorded in respect of all the designated Contracting Parties); and/or,

.....
.....
.....

(ii) the change in ownership is to be recorded for the goods and services indicated below (grouped in the appropriate classes); if no goods and services are indicated, it will be understood that the change in ownership is to be recorded in respect of all goods and services.

You can find indications that are pre-accepted by the International Bureau in the Madrid Goods & Services Manager (MGS) at www.wipo.int/mgs/.

Please make consistent use of a semicolon (;) to clearly specify the goods and services indications in your list, e.g.:

09 Scientific, optical and electronic apparatus and instruments; screens for photoengraving; computers.

35 Advertising; compilation of statistics; commercial information agencies.

Please use font "Courier New" or "Times New Roman", size 12 pt, or above.

If the space provided above is not sufficient, check the box and use a continuation sheet

² Where the request concerns Brazil, as designated Contracting Party, the transferee declares that the transferee, or a company controlled by the transferee, effectively and lawfully conducts business in connection with the goods and services for which the international registration has effect in Brazil.

7

MISCELLANEOUS INDICATIONS

(a) Indications concerning the new owner (transferee) (as may be required by certain designated Contracting Parties; only provide indications in either item (i) or in item (ii) but not in both items):

(i) if the new owner (transferee) is a natural person, indicate the nationality:

(ii) if the new owner (transferee) is a legal entity (please, provide both the following indications):

- legal nature of the legal entity: Corporation.....

- State (country) and, where applicable, territorial unit within that State (canton, province, state, etc.), under the law of which the said legal entity has been organized:

United States, State of Delaware.....

(b) The new owner (transferee) may choose a preferred language for correspondence:

English French Spanish

8

SIGNATURE BY THE HOLDER (TRANSFEROR) AND/OR HIS REPRESENTATIVE

Holder (transferor)
(as recorded in the International Register)

Representative of the holder (transferor)
(as recorded in the International Register)

By signing this form, I declare that I am entitled to sign it under the applicable law:

By signing this form, I declare that I am entitled to sign it under the applicable law:

Name: Ellen K. McIntosh

Name:

Signature: *Ellen K. McIntosh*

Signature:

9

OFFICE OF THE CONTRACTING PARTY (OF THE RECORDED HOLDER (TRANSFEROR) OR THAT OF THE NEW OWNER (TRANSFeree)) PRESENTING THE REQUEST
(where the request is presented through an Office)

Name of the Office:

.....

Name and signature of the official signing on behalf of the Office:

By signing this form, I declare that I am entitled to sign it under the applicable law:

.....

.....

Name and e-mail address of the contact person in the Office:

.....

FEE CALCULATION SHEET

(a) INSTRUCTIONS TO DEBIT FROM A CURRENT ACCOUNT

The International Bureau is hereby instructed to debit the required amount of fees from a current account opened with the International Bureau (if this box is checked, it is not necessary to complete (b)).

Holder of the account: Baxter Corp. Account number: 105665

Identity of the party giving the instructions: Jeffrey C. Nichols

(b) AMOUNT OF FEES

Amount (177 Swiss francs) x (per international registration mentioned in item 1) **Grand total (Swiss francs)**

(c) METHOD OF PAYMENT

Identity of the party effecting the payment:

Payment received and acknowledged by WIPO WIPO receipt number

Payment made to WIPO bank account
IBAN No. CH51 0483 5048 7080 8100 0
Crédit Suisse, CH-1211 Geneva 70
Swift/BIC: CRESCHZZ80A Payment identification dd/mm/yyyy

Payment made to WIPO postal account
(within Europe only)
IBAN No. CH03 0900 0000 1200 5000 8
Swift/BIC: POFICHBE Payment identification dd/mm/yyyy

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), is effective as of the 28 day of August 2020 by and between **Cheetah Medical, Inc.**, a Delaware corporation having a principal place of business at 1320 Center Street, Suite 404, Newton Center, MA 02459, U.S.A. (the "Assignor") and **Baxter International Inc.**, a Delaware corporation having a principal place of business at One Baxter Parkway, Deerfield, IL 60015, U.S.A. (the "Assignee").

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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, to and under the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

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2. Assignor agrees to execute and deliver such documents, and to take such actions, as may be reasonably requested by Assignee, its successors or assigns, to give effect to this Assignment and to vest, perfect, confirm, record or otherwise reflect or give effect to Assignee's rights as set forth herein.
3. Assignor hereby requests that the head of each country's Trademark Office record Assignee as assignee of the Trademarks, for the sole use and enjoyment of Assignee, its successors, legal representatives and assigns. Assignor and Assignee acknowledge and agree that, to the best of their knowledge, the recordal of the Assignee as the assignee of the Trademarks will not result in consumer confusion.
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Assignor:

Cheetah Medical, Inc.

By: Ellen K. McIntosh

Name: Ellen K. McIntosh

Title: Vice President and Secretary

Date: August 28, 2020

Assignee:

Baxter International Inc.

By: Matthew Rice

Name: Matthew Rice

Title: Assistant Corporate Secretary

Date: August 28, 2020

SCHEDULE A

Trademark	Country	Registration/Application Number	International Classes
BIOREACTANCE	Japan	5085067	10
STARLING SV	Japan	6015248	10