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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM621831 Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cheetah Medical, Inc.		01/20/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type Number		Word Mark	
Serial Number:	87572589	FLUID IS A DRUG	

CORRESPONDENCE DATA

Fax Number: 2249483827

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.

Phone: 224-948-4922

Email: jay nichols@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:	01/22/2021	

Total Attachments: 3

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> TRADEMARK REEL: 007167 FRAME: 0429

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), is effective as of the <u>20</u> day of January _____, 2021 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 the trademark listed on the attached Schedule A and incorporated herein by reference into this Assignment (the "Trademark"); and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Trademark to Assignee, and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademark, together with the goodwill of the business in connection with which the Trademark is 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 Trademark together with the goodwill of the business associated with said Trademark, the entirety of Assignor's on-going and existing business to which the assigned Trademark pertains, and any registrations or pending applications thereof, including the right to use the Trademark on all the goods and/or services covered by such registrations or pending applications, any rights associated with the Trademark 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 Trademark.
- 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 Trademark, 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 Trademark 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.

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TRADEMARK
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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: <u>Ellen K. Brack</u> ard
Name: Ellen K. Bradford
Title: Vice President and Secretary
Date: January ^{2,2} , 2021
Assignee:
Baxter International Inc.
By May 1 Page
Name: Joseph P. Reagen
Title: Additional Authorized Officer

Date: January D. 2021

SCHEDULE A

Trademark	Country	Scrial Number	International Class
FLUID IS A DRUG	USA	87/572589	10

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RECORDED: 01/22/2021