

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625218

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900584520		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cubex LLC		11/09/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CareFusion 303, Inc.		
Street Address:	3750 Torrey View Court		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4800517	MEDBANK	
Registration Number:	5835749	MEDBANK	
Registration Number:	4867651	MEDFLEX	
Registration Number:	4800516	SUPPLYBANK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	dawn.harley@bd.com		
Correspondent Name:	Dawn K. Harley, C/O BD		
Address Line 1:	1 Becton Drive		
Address Line 4:	Franklin Lakes, NEW JERSEY 07417		
ATTORNEY DOCKET NUMBER:	TMK202146CAREUS1/DISPENSI		
NAME OF SUBMITTER:	Dawn K. Harley		
SIGNATURE:	/Dawn K. Harley/		
DATE SIGNED:	02/08/2021		
Total Attachments: 7			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment"), dated November 9, 2020, is entered into by Cubex LLC, an Arizona limited liability company ("Assignor") and CareFusion 303, Inc., a Delaware corporation ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of or has interest in those certain registered and unregistered trademarks, tradenames and service marks listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of October 22, 2020 (the "Agreement") by and between Assignor and Becton, Dickinson and Company ("BD"), which was subsequently assigned by BD to Assignee, its wholly-owned subsidiary, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in, to and under the Trademarks, including the goodwill associated with such Trademarks.

NOW, THEREFORE, for good and valuable consideration provided in connection with the sale and purchase of the Purchased Assets pursuant to the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's entire rights, title and interests throughout the world in, to and under the Trademarks, along with (a) all rights to sue or recover and retain damages, costs and attorneys' fees for past, present and future infringement, misappropriation or other violation thereof; and (b) all goodwill associated with any of the foregoing throughout the world.

2. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the registered Trademarks and to issue any and all Trademarks to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignee shall be responsible for preparing, submitting and filing all instruments and documents with Governmental Entities or otherwise that are necessary to effect the assignment of the Trademarks to Assignee, including taking all actions in connection with preparing and recording country-specific assignments and legalizing signatures (where required). In connection with the foregoing, Assignor agrees to take such further action, execute such additional documents, provide testimony and, in general, provide all lawful cooperation reasonably requested by Assignee to perfect Assignee's title in, to and under the Trademarks and to carry out and fulfill the purposes and intent of this Assignment. In the event Assignor incurs any reasonable, out-of-pocket costs, expenses or fees in connection with the performance of its obligations

pursuant to this paragraph, Assignee shall promptly reimburse Assignor for any such amounts, excluding (i) any salaries, benefits or other compensation for officers, employees or consultants of Assignor, and (ii) any attorneys' fees.

4. Governing Law. The rights and obligations of Assignor and Assignee shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal laws of the State of Delaware, including 10 Del. C. § 8106(c), will control the interpretation and construction of this Assignment (and all Schedules hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

5. Defined Terms. All capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Agreement.

6. Counterparts. This Assignment may be signed in any number of counterparts, including electronic scan copies thereof delivered by electronic delivery (e.g., electronic mail in Portable Document Format (PDF) or DocuSign), each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed or caused this Agreement to be executed as of the date first written above.

CUBEX LLC, as Assignor

By: Anton Visser

Name: Anton Visser

Title: Manager

IN WITNESS WHEREOF, Assignee has executed or caused this Agreement to be executed as of the date first written above.

CAREFUSION 303, INC., as Assignee

DocuSigned by:

By *Michael Garrison* _____

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Name: Michael Garrison

Title: Secretary

SCHEDULE A

Trademarks

Trademark	Application No. / Application Date	Registration No. / Registration Date
MEDBANK	86/200,794 02/21/2014	4,800,517 08/25/2015
MEDBANK	87/914,013 05/09/2018	5,835,749 08/13/2019
MEDFLEX	86/200,774 02/21/2014	4,867,651 12/08/2015
SUPPLYBANK (Medbank LLC)	86/200,757 02/21/2014	4,800,516 08/25/2015