

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Becton, Dickinson and Company		10/31/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Corning Incorporated		
Street Address:	One Riverfront Plaza		
City:	Corning		
State/Country:	NEW YORK		
Postal Code:	14831		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2165521	ADVANTAGE	
Registration Number:	2052324	EXPRESS	
Registration Number:	0995821	FALCON	
Registration Number:	3922056	HEPATOLINK	
Registration Number:	0795190	OPTILUX	
Registration Number:	1312887	PRIMARIA	
Registration Number:	0961470	SERO-LINER	
Serial Number:	85661640	PLURIBOOST	
CORRESPONDENCE DATA			
Fax Number:	9374496405		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	937-449-6400		
Email:	sherrie.hilty@dinsmore.com		

OP \$215.00 2165521

Correspondent Name: Brian A. Tent, Dinsmore & Shohl LLP
Address Line 1: One South Main Street, Suite 1300
Address Line 2: Fifth Third Center
Address Line 4: Dayton, OHIO 45402

ATTORNEY DOCKET NUMBER: 34116.834

NAME OF SUBMITTER: Brian A. Tent

Signature: /Brian A. Tent/

Date: 12/17/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Trademark Assignment"), effective as of October 31, 2012 (the "Effective Date"), is by and among Becton, Dickinson and Company, a New Jersey corporation, ("Assignor"), and Corning Incorporated, a New York corporation, ("Assignee", together with Assignor, the "Parties", and each individually, a "Party").

WHEREAS, Assignor and Assignee and/or certain of their affiliates have entered into that certain Asset Purchase Agreement, dated as of April 10, 2012 (the "APA"), pursuant to which Assignee and/or certain of its affiliates have purchased certain assets comprising the Business (as defined in the APA);

WHEREAS, Assignor is the owner of the trademark registrations and trademark applications included in the Seller Intellectual Property (as defined in the APA) to be transferred to Assignee under the APA and listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignor desires to sell, convey, transfer and assign to Assignee, and Assignee wishes to acquire, all right, title and interest in and to the Trademarks, pursuant to the terms and conditions of the APA.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the APA, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks, including all registrations and applications thereof and the goodwill symbolized thereby, all rights of priority and renewals, and together with all causes of actions, claims and demands, and all other rights to sue and recover for or rights arising from, any past, present, and future infringements, misappropriations, dilutions, unlawful imitations and all other violations of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. Recordation. Assignor hereby requests and authorizes the United States Commissioner for Trademarks, and any other applicable government officer, to record Assignee as the owner of the Trademarks, as assignee of the entire right, title and interest in and to the same. Assignee shall have the right to record this Trademark Assignment with all applicable government officers so as to perfect its ownership of the Trademarks.

3. Counterparts; Effectiveness. This Trademark Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the

signatures thereto and hereto were upon the same instrument. This Trademark Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Parties hereto. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

4. Governing Law; Conflict. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State without regard to the conflict of laws rules thereof. The Parties intend that this Trademark Assignment is for recordation purposes only.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Trademark Assignment has been executed on behalf of the Parties on the date first written above.

ASSIGNOR:

Becton, Dickinson and Company



By: _____

Name: Albert Mas

Title: Worldwide President, BDB

[Signature Page to Trademark Assignment (US)]

TRADEMARK
REEL: 004920 FRAME: 0421

ASSIGNEE:

Corning Incorporated

By: 

Name: Ronald J. Snyder

Title: Division Vice President

[Signature Page to Trademark Assignment (US)]

SCHEDULE

ISSUED REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
ADVANTAGE	2165521	16-Jun-1998
EXPRESS	2052324	15-Apr-1997
FALCON	995821	15-Oct-1974
HEPATOLINK	3922056	22-Feb-2011
OPTILUX	795190	31-Aug-1965
PRIMARIA	1312887	08-Jan-1985
SERO-LINER	961470	19-Jun-1993

PENDING APPLICATIONS

TRADEMARK	SER. NO.	FILING DATE
PLURIBOOST	85/661640	26-Jun-2012