

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Becton, Dickinson and Company		10/25/2018	Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Life Technologies Corporation		
Street Address:	5781 Van Allen Way		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2679759	BACTO	
CORRESPONDENCE DATA			
Fax Number:	7604766048		
<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:	7604767161		
Email:	TFS-TrademarkDocketing@thermofisher.com		
Correspondent Name:	Molly Quong		
Address Line 1:	5781 Van Allen Way		
Address Line 4:	Carlsbad, CALIFORNIA 92008		
NAME OF SUBMITTER:	Molly Quong		
SIGNATURE:	/molly quong/		
DATE SIGNED:	11/07/2018		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment"), dated October 25, 2018, is entered into by Becton, Dickinson and Company, a company incorporated in New Jersey ("Assignor") and Life Technologies Corporation, a Delaware corporation ("Assignee").

R E C I T A L S:

WHEREAS, Assignor is the owner of those certain trademarks listed on Schedule A attached hereto and made a part hereof (the "Trademarks");

WHEREAS, pursuant to the Stock and Asset Purchase Agreement dated as of August 6, 2018, as amended (the "Agreement") by and between Assignor and Assignee, Assignor desires to sell, transfer, convey, assign 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 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 Authorities or otherwise that are necessary to effect the assignment of the Trademarks to Assignees, including taking all actions and bearing all costs and expenses in connection with preparing and recording country-specific assignments and legalizing signatures (where required). In connection with the foregoing, Assignor agrees to take, at Assignee's expense, 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.

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, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

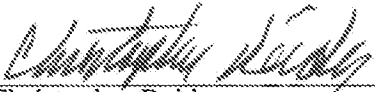
5. Defined Terms. All capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Agreement.

6. Counterparts. This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, 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.

**BECTON, DICKINSON AND
COMPANY, as Assignor**

By: 
Name: Christopher Reidy
Title: Executive Vice President, Chief
Financial Officer and Chief Administrative
Officer

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

**LIFE TECHNOLOGIES
CORPORATION, as Assignee**

By: Sharon Briansky

Name: Sharon S. Briansky

Title: President

SCHEDULE A

Trademarks

4.10(a)

Registered Intellectual Property Rights Being Conveyed to Purchaser

BD Reference Number	Mark Name	Country	Intl Classes	Application Number	Filed Date	Registration Number	Registration Date
TMK19975516	BACTO	Switzerland	1,5	167342	1957-07-05	2P289278	1977-07-05
TMK19975526	BACTO	Australia	1	271210	1973-08-10	271210	1973-08-10
TMK19975528	BACTO	Canada	1	UCA10033	1981-06-03	UCA10033	1981-06-03
TMK19975529	BACTO	France	1,5	1237489	1983-05-31	1237489	1983-06-01
TMK19975530	BACTO	Italy	1,5	RM95C002359	1995-05-17	1143244	1997-06-16
TMK19975533	BACTO	Portugal	5	212107	1981-06-22	212107	1988-10-21
TMK19975534	BACTO	Australia	5	290254	1973-08-10	290254	1973-08-10
TMK19975535	BACTO	Portugal	1	210199	1981-09-02	210199	1988-07-21
TMK19975536	BACTO	United Kingdom	5	1049357	1975-07-11	1049357	1975-07-11
TMK19975537	BACTO	United Kingdom	2	1063745	1976-06-02	1063745	1976-06-02
TMK20000615	BACTO	United States of America	5	76183036	2000-12-18	2679759	2003-01-28
TMK20010007	BACTO	United Kingdom	1	1046453	1975-05-13	1046453	1996-05-13
TMK20050232	柏涛	China	5	5499033	2006-07-24	5499033	2009-10-07
TMK20140169	AF ²	Japan	1,5	2014057000	2014-07-08	5719881	2014-11-21