

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baxter International Inc.		03/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Fenwal, Inc.
Street Address:	25212 W. Illinois Route 120
City:	Round Lake
State/Country:	ILLINOIS
Postal Code:	60073
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3060634	MOBI
Registration Number:	2772325	ALYX
Registration Number:	2753566	INTERSOL
Registration Number:	2690111	FENWAL
Registration Number:	2577614	POWERFUL MEDICINE
Registration Number:	2469964	SPIKESMART
Registration Number:	2304595	PLASMALINK
Registration Number:	2142964	AMICUS
Registration Number:	2080280	HEMATYPE
Registration Number:	1707969	PLASMACELL-C
Registration Number:	1371147	AUTOPHERESIS-C
Registration Number:	1278944	CONTINUOUS FLOW
Registration Number:	1218845	ADSOL
Registration Number:	1197286	FENWAL

CH \$615.00 3060634

Registration Number:	1160839	PLASMA-GARD
Registration Number:	1157151	CS-3000
Registration Number:	1082372	PLASMA-GARD
Registration Number:	932806	GLYCEROLYTE
Registration Number:	801961	HEMATRON
Registration Number:	641094	BLOOD-PACK
Serial Number:	78711371	FLEX-EXCEL
Serial Number:	77048709	PEDI-STORE-5
Serial Number:	77048701	PEDIQ-5
Serial Number:	77048549	KINDERQ-5

CORRESPONDENCE DATA

Fax Number: (917)777-2517
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-2517
Email: oepstein@skadden.com
Correspondent Name: Oren Epstein
Address Line 1: 4 Times Square
Address Line 2: 30-112
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	037410/60
NAME OF SUBMITTER:	Oren Epstein
Signature:	/oe/
Date:	04/06/2007

Total Attachments: 12
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of March 1, 2007, ("Effective Date"), by and between BAXTER INTERNATIONAL INC., a corporation organized and existing under the laws of the State of Delaware ("Assignor"); and FENWAL, INC., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor and Assignee's parent, Fenwal Holdings, Inc., f/k/a Blackhawk Acquisition Company ("Buyer"), among other parties, have entered into that Asset Purchase Agreement, dated as of October 2, 2006, as amended by that First Amendment to Asset Purchase Agreement dated February 28, 2007 (the "Purchase Agreement"), pursuant to which Assignor agreed, *inter alia*, to assign to Buyer or its affiliates certain assets relating to the intellectual property of Assignor's transfusion therapies business, including those U.S., state and foreign trademark registrations and applications for registration listed on Schedule A, and all rights owned by Assignor in or with respect to any of the foregoing (collectively referred to herein as the "Marks") and all goodwill associated with and symbolized by the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Buyer has designated Assignee as the relevant affiliate for purposes of this Assignment; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign to Assignee all of Assignor's rights, title and interests in and to the Marks, together with the goodwill associated with and symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee: (i) its rights, title and interests in and to the Marks, including any ownership interests Assignor may have or claim to have in the Marks (whether now existing or hereafter created or acquired), together with all goodwill associated with and symbolized by the Marks, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with (ii) all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other violation or unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Marks, 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.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

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IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 1st day of March, 2007.

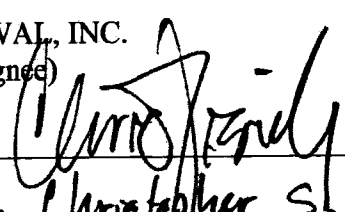
BAXTER INTERNATIONAL INC.
(Assignor)

By:  ee

Name: Christopher W. Corp. Sec

Title: DAVID P. Scharf

FENWAL, INC.
(Assignee)

By: 

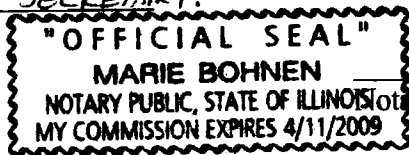
Name: Christopher S. Visick

Title: Chief Legal Officer

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STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

On this 22ND day of MARCH, 2007, there appeared before me
DAVID SCHARF, personally known to me, who acknowledged that he signed the
foregoing Assignment and his/her voluntary act and deed on behalf and with full authority of
CORP. V.P. + CORP. SECRETARY.

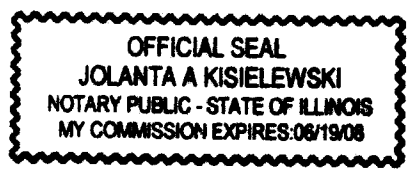


Marie Bohnen
Notary Public

STATE OF IL)
COUNTY OF Lake) ss.

On this 3rd day of April, 2007, there appeared before me
Christopher S. Vizick, personally known to me, who acknowledged that he signed the
foregoing Assignment and his/her voluntary act and deed on behalf and with full authority of
Chief Legal Officer.

Jolanta A. Kisielewski 4-3-07
Notary Public



SCHEDULE A

MARKS

Trademark	Country	Status	App. Number	Reg. Number
ADSOL	Brazil	Published	828724334	
ADSOL	Canada	Registered	507876	294713
ADSOL	Hungary	Registered	M9303550	142160
ADSOL	Australia	Registered	465204	A465204AUS
ADSOL	US	Registered	73/327182	1218845
ADSOL	United Kingdom	Registered	1239622	B1239622
ADSOL	South Africa	Registered	94/3888	94/3888
ALYX	Community Trademark	Registered	2488856	2488856
ALYX	US	Registered	76/337082	2772325
ALYX	Turkey	Registered	2003/28576	2003 28576
ALYX	Canada	Registered	1123339	TMA638,353
ALYX COLLECTION SYSTEM (DESIGN TRIANGLE)	Community Trademark	Registered	2820447	2820447
AMICUS	US	Registered	74/575241	2142964
AMICUS	Japan	Registered	97115/1994	4053467
AMICUS	Benelux	Registered	833287	556807
AMICUS	Germany	Registered	B102974/10WZ	2909693
AMICUS	United Kingdom	Registered	1584872	1584872
AMICUS	Sweden	Registered	94-08847	309617
AMICUS	Canada	Registered	763126	530.485
AMICUS	France	Registered	94/534705	94534705
AMICUS	United Kingdom	Registered	1584871	1584871
AMICUS	Italy	Registered	RM94C/004614	690228
AMICUS	Colombia	Registered	0191436	255763
AMICUS	Brazil	Registered	821246143	821246143
AMICUS	India	Published	0960161	
AMICUS	Community Trademark	Registered	102970	102970
AMICUS CRESCENDO	Community Trademark	Registered	2024768	2024768
AUTOPHERESIS	United Kingdom	Renewed	1351592	A1351592
AUTOPHERESIS	Austria	Registered	AM3558/88	122762
AUTOPHERESIS	International	Registered	532379	532379
AUTOPHERESIS	Germany	Registered	B85042/10WZ	1150126
AUTOPHERESIS	Benelux	Registered	717426	446615
AUTOPHERESIS-C	Spain	Registered	1105110	1105110
AUTOPHERESIS-	Japan	Registered	2-94203/1990	2484571

C				
AUTOPHERESIS- C	US	Registered	73/479531	1371147
BARREL	Community Trademark	Pending	2884989	
BARREL	Community Trademark	Published	2884989	
BLOOD-PACK	Italy	Registered	22808C/68	530649
BLOOD-PACK	Canada	Registered	244186	113641
BLOOD-PACK	Israel	Registered	29437	29437
BLOOD-PACK	South Africa	Registered	B65/0492	B65/0492
BLOOD-PACK	Uruguay	Registered	241042	338899
BLOOD-PACK	Costa Rica	Registered	20160	29832
BLOOD-PACK	Hungary	Registered	M9302551	139526
BLOOD-PACK	Philippines	Registered	52715	39416
BLOOD-PACK	Benelux	Registered	563565	80464
BLOOD-PACK	Spain	Registered	20308	436882
BLOOD-PACK	Greece	Registered	62706	62706
BLOOD-PACK	US	Registered	8212	641094
BOLSANG	Guatemala	Registered	05942	57302
BOLSANG	Nicaragua	Registered	14964	14964
BOLSANG	Costa Rica	Registered	20159	29831
BOLSANG	Bolivia	Registered	23654C/40112A	23654C/401
BOLSANG	Venezuela	Registered	978	48315-F
BOLSANG	Ecuador	Registered	535	866/65
BOLSANG	Uruguay	Registered	116280	228153
BOLSANG	Brazil	Renewed	613450	004075340
BOLSANG	Peru	Registered	145975	20160
BOLSANG	Chile	Registered	629983	682397
BOLSANG	Colombia	Renewed	196758	113564
BOLSANG	Honduras	Registered	13950	13950
BOLSANG	El Salvador	Registered	11840	11840
BOLSANG	Mexico	Registered	254815	672431
BRIDGE TO TRANSFUSION	Community Trademark	Registered	219402	219402
CONTINUOUS FLOW	US	Registered	73/422848	1278944
CS-3000	Israel	Registered	49517	49517
CS-3000	Canada	Registered	450790	257883
CS-3000	Italy	Registered	17462C/80	448300
CS-3000	South Africa	Registered	80/0745	80/0745
CS-3000	US	Registered	249948	1157151
CS-3000	France	Registered	547966	1568598
CS-3000	Taiwan	Registered	69/3951	136536
CS-3000	China	Registered	2000085026	2020503

CS-3000	Brazil	Registered	821246127	821246127
DOUBLE BLOOD- PACK	Benelux	Renewed	82718	82718
EASALYX	Community Trademark	Pending	5611496	
ERYTHRO-SOL	Sweden	Renewed	94-10378	302403
ERYTHRO-SOL	New Zealand	Registered	241989	241989
ERYTHRO-SOL	Benelux	Registered	835682	0559616
ERYTHRO-SOL	France	Registered	94/540558	94540558
ERYTHRO-SOL	United Kingdom	Registered	1588726	1588726
ERYTHRO-SOL	Germany	Registered	B103274	2908153
ERYTHRO-SOL	Australia	Registered	643110	634110
ERYTHRO-SOL	Denmark	Registered	VA071381994	VR02.3421997
FENWAL	Germany	Registered	F7722/22A	707724
FENWAL	Honduras	Registered	13952	13952
FENWAL	Pakistan	Registered	103047	103047
FENWAL	Singapore	Registered	289/80	T8000289A
FENWAL	Cyprus	Registered	14087	14087
FENWAL	Guatemala	Registered	15650	15650
FENWAL	Denmark	Registered	1061/57	402/58
FENWAL	Japan	Registered	50-038729/75	1485155
FENWAL	Indonesia	Registered	151087	265763
FENWAL	Puerto Rico	Registered	14420	14420
FENWAL	Ecuador	Registered	20877/90	569/91
FENWAL	Egypt	Registered	45210	45210
FENWAL	Panama	Registered	12041	12041
FENWAL	Spain	Registered	399484	399484
FENWAL	Thailand	Registered	111914	1914/71998
FENWAL	Iran	Registered	33507	25005
FENWAL	Israel	Registered	24407	24407
FENWAL	Norway	Registered	940921	167908
FENWAL	United Kingdom	Registered	764264	764264
FENWAL	Malaya	Registered	118/79M/85841	/80M/85841
FENWAL	Sweden	Registered	3029/72	147864
FENWAL	Jamaica	Registered	10/180	21015
FENWAL	Peru	Registered	56327	56327
FENWAL	Taiwan	Registered	48337	48337
FENWAL	Costa Rica	Registered	29831	29893
FENWAL	France	Registered	603437	8558177527
FENWAL	Zambia	Registered	1451/58	1451/58
FENWAL	Mexico	Registered	90267	116894
FENWAL	Philippines	Registered	42074	35983
FENWAL	Thailand	Registered	111915/71972	1915/71972
FENWAL	Greece	Registered	30699	30699
FENWAL	Taiwan	Registered	(72)48423	49337

FENWAL	El Salvador	Renewed	12298	12298/33
FENWAL	Nicaragua	Renewed	14415	14415
FENWAL	Uruguay	Registered	144205	283280
FENWAL	US	Registered	298662	1197286
FENWAL	Switzerland	Registered	198 889	287418
FENWAL	Hong Kong	Registered	2948-B/83	2567/1984
FENWAL	India	Registered	178942	178942
FENWAL	Sabah	Registered	25872	118/80SAB/
FENWAL	Sarawak	Registered	21130	118/80SAR
FENWAL	South Africa	Registered	669/57	669/57
FENWAL	Venezuela	Registered	2258	68.625F
FENWAL	Algeria	Registered	37200	50919
FENWAL	Chile	Registered	622400	678081
FENWAL	Australia	Registered	A131482	A131482
FENWAL	Brazil	Registered	002354241	002354241
FENWAL	Community Trademark	Registered	103036	000103036
FENWAL	Austria	Registered	AM2093-58	40402
FENWAL	Italy	Registered	RM94C/001502	687589
FENWAL	Hungary	Registered	M9302552	139452
FENWAL	China	Renewed	97314	97314
FENWAL	China	Registered	97315	97315
FENWAL	Myanmar	Registered	928/80	1381/1990
FENWAL	Canada	Registered	239664	112302
FENWAL	New Zealand	Registered	663532	663532
FENWAL	New Zealand	Registered	663533	663533
FENWAL	Colombia	Registered	190121	122015
FENWAL	Brazil	Registered	005026822	005026822
FENWAL	US	Registered	76/295208	2690111
FENWAL (OVAL)	Finland	Registered	817/57	32608
FLEX-EXCEL	US	Pending	78/711371	
FUSION	Canada	Published	1123337	
FUSION	Community Trademark	Registered	2358901	2358901
FUSION DEVICE	Community Trademark	Registered	2507598	2507598
GLYCEROLYTE	US	Registered	72/378586	932806
HEMATRON	US	Registered	205982	801961
HEMATRON	Israel	Registered	29447	29447
HEMATRON	Italy	Registered	22810C/68	530650
HEMATRON	Australia	Registered	367866	A367866
HEMATRON	Canada	Registered	295291	148008
HEMATRON	United Kingdom	Registered	1164374	1164374
HEMATRON	Switzerland	Registered	4369	409034
HEMATRON	Chile	Renewed	699492	740075

HEMATRON	Benelux	Registered	599389	320593
HEMATYPE	US	Registered	75/075246	2080280
HEMOPACK	Ireland	Registered	B82583	B82583
HEMOPACK	United Kingdom	Registered	B1010412	B1010412
HEMOPACK	International	Registered		R 283 458
I-TRACE AND LOGO	Community Trademark	Published	4496196	
INTERSOL	Canada	Published	1123340	
INTERSOL	US	Registered	76/077081	2753566
INTERSOL	Community Trademark	Registered	001834522	001834522
KINDERQ-5	US	Pending	77/048549	
LEUKO-PAK	Switzerland	Registered	4371	266658
LEUKO-PAK	Benelux	Registered	318074	318074
LEUKO-PAK	Canada	Registered	327727	175562
LEUKO-PAK	United Kingdom	Registered	1164375	B1164375
MOBI	US	Registered	76/476114	3,060,634
MOBILYX	Community Trademark	Pending	5611553	
OPTI-SYSTEM	South Africa	Registered	94/3938	94/3938
OPTIDOCK	France	Renewed	95/573831	95573831
OPTIDOCK	Denmark	Registered	VA 01.7331996	VR06.1371996
OPTIDOCK	Sweden	Registered	95-06154	309790
OPTIDOCK	Germany	Registered	39524260.6	39524260
OPTIDOCK	Benelux	Renewed	848905	571931
OPTIDOCK	Norway	Registered	953297	176373
OPTIDOCK	United Kingdom	Registered	2060806	2060806
OPTIMAL ADDITIVE	Greece	Registered	61777	61777
OPTIMAL ADDITIVE	Italy	Registered	20136C/78	357904
OPTIMAL ADDITIVE	Portugal	Registered	199629	199629
OPTIMAL ADDITIVE	Denmark	Registered	3157/78	642-1980
OPTIMAL ADDITIVE	Benelux	Registered	625499	353291
OPTIMAL ADDITIVE	France	Registered	903899	1448127
OPTIPAC	Finland	Registered	929/86	101610
OPTIPAC	Germany	Registered	P33663/10 WZ	1108725
OPTIPAC	Norway	Registered	860944	129357
OPTIPAC	Slovakia	Registered	O-POZ-0443-96	183871
OPTIPAC	Sweden	Registered	86-1734	210988
OPTIPAC	Switzerland	Registered	345526	345526

OPTIPAC	Italy	Registered	10346 C/86	488957
OPTIPAC	South Africa	Registered	94/3937	94/3937
OPTIPAC	Benelux	Registered	681692	416002
OPTIPAC	Spain	Registered	1138619	1138619
OPTIPAC	Hungary	Registered	M9600399	150091
OPTIPAC	Austria	Registered	AM635/86	113563
OPTIPAC	United Kingdom	Registered	1261386	A1261386
OPTIPAC	Denmark	Registered	A1559/86	2299/87
OPTIPAC	France	Registered	789515	1348959
OPTIPAC	Czech Republic	Registered	110476	205547
OPTIPAC	Romania	Registered	38303	26745
OPTIPAC	Poland	Registered	Z-156000	106177
OPTIPAC	Bosnia and Herzegovina	Registered	4675/97	BAZ972062A
OPTIPAC	Serbia and Montenegro	Registered	Z-169/96	41311
OPTIPAC	Bulgaria	Registered	33888	29474
OPTIPAC	Brazil	Pending	828724318	
OPTIPAC	Mexico	Pending	747459	
OPTIPRESS	Austria	Registered	AM 395/86	114113
OPTIPRESS	France	Registered	783021	1344133
OPTIPRESS	United Kingdom	Registered	1259651	B1259651
OPTIPRESS	Denmark	Registered	A0 720/86	1187/87
OPTIPRESS	Switzerland	Registered	344786	344786
OPTIPRESS	Benelux	Renewed	672712	407157
OPTIPRESS	South Africa	Registered	94/3936	94/3936
OPTIPRESS	Norway	Registered	860491	127766
OPTIPRESS	Italy	Registered	10171 C/86	755900
OPTIPRESS	Finland	Registered	486/86	105396
OPTIPRESS	Germany	Registered	P33585/10 WZ	1102134
OPTIPRESS	Sweden	Registered	84-0541	193238
OPTIPRESS	Spain	Registered	1136174	1136174
OPTIPRESS	Mexico	Pending	747458	
OPTIPURE	Community Trademark	Registered	001195585	001195585
PATHINACT	Community Trademark	Registered	000723270	000723270
PEDIQ 5	US	Pending	77/048701	
PEDI-STORE 5	US	Pending	77/048709	
PESABAG	Mexico	Registered	514476	760747
PLASMA-GARD	US	Registered	249325	1160839
PLASMA-GARD	US	Registered	118859	1082372
PLASMACELL	France	Registered	942764	1478824
PLASMACELL	United Kingdom	Renewed	1351135	B1351135
PLASMACELL	International	Registered		532750

PLASMACELL	Benelux	Registered	717427	446616
PLASMACELL	Austria	Registered	AM3557/88	123090
PLASMACELL-C	US	Registered	74/221436	1707969
PLASMACELL-C	Spain	Registered	1105111	1105111
PLASMACELL-C	Japan	Registered	63-28475	2369108
PLASMALINK	Community Trademark	Registered	734657	000734657
PLASMALINK	US	Registered	75/334712	2304595
POWERFUL MEDICINE	Community Trademark	Registered	001834548	001834548
POWERFUL MEDICINE	US	Registered	76/123451	2,577,614
SAG-M	Brazil	Registered	818113405	818113405
SMARTCONNECT	Community Trademark	Registered	2275030	2275030
SMARTPACK	US	Searched	DROPPED	
SPIKESMART	US	Registered	75/377534	2469964
T-SOL	Switzerland	Registered	9031/1994.3	428103
T-SOL	Australia	Registered	648932	648932
T-SOL	Benelux	Registered	839356	562925
T-SOL	France	Registered	94/550295	94550295
T-SOL	Denmark	Registered	VA09.062	VR02.3431997
T-SOL	Norway	Registered	94/14218	178585
T-SOL	Sweden	Registered	94-13265	305771
T-SOL	Germany	Registered	39408421.7	39408421
T-SOL	South Africa	Registered	94/14218	94/14218
T-SOL	United Kingdom	Registered	2006314	2006314
TRANSFER PACK	Benelux	Renewed	82717	82717
ULTRA-FLO	Israel	Registered		27716