

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer Medical Care Inc.		10/19/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bayer HealthCare LLC		
Street Address:	100 Bayer Road		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4542968	AVANTA	
Registration Number:	4122181	CERTEGRA	
Registration Number:	3290740	CERTO	
Registration Number:	4298215	CONTINUUM	
Registration Number:	3122530	FLUIDOTS	
Registration Number:	4250472	MARK 7 ARTERION	
Registration Number:	4509307	MEDRAD	
Registration Number:	1021990	MEDRAD	
Registration Number:	2282689	MEDRAD	
Registration Number:	2285134	MEDRAD	
Registration Number:	2604867	MEDRAD	
Registration Number:	3772574	MEDRAD INTERVENTIONAL	
Registration Number:	2251950	MEDRAD VISTRON CT	
Registration Number:	3724206	P3T	
Registration Number:	4026625	PRO-TEKT	
Registration Number:	2476405	PROVIS	
Registration Number:	1879167	QWIK-FIT SYRINGE	
Registration Number:	4023040	SIDESTEP	
Registration Number:	4382529	SOLARIS	

OP \$690.00 4542968

Property Type	Number	Word Mark
Registration Number:	2012235	SPECTRIS
Registration Number:	2792740	SPECTRIS SOLARIS
Registration Number:	2803526	STELLANT
Registration Number:	4842329	TWIST & GO
Registration Number:	3042743	VERIS
Registration Number:	4668131	VFLOW
Registration Number:	4638393	VISTRON
Registration Number:	3551364	XDS

CORRESPONDENCE DATA

Fax Number: 4127784432
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: 412-777-4860
Email: BayerTrademarkUS@bayer.com
Correspondent Name: Jeffrey M. Gitchel
Address Line 1: 100 Bayer Road
Address Line 2: Trademarks
Address Line 4: Pittsburgh, PENNSYLVANIA 15205

NAME OF SUBMITTER:	Jeffrey M. Gitchel
SIGNATURE:	/Jeffrey M. Gitchel/
DATE SIGNED:	12/22/2015

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is between Bayer Medical Care, Inc. ("**Assignor**"), and Bayer Healthcare LLC ("**Assignee**").

Assignor and Assignee have entered into a prior Agreement (the "**Agreement**") regarding the ownership of certain trademarks and related rights around the world.

Assignor is the owner of the trademark registrations and pending trademark applications identified on Exhibit I attached hereto, (the "**Assigned Marks**"); and

Pursuant to the terms of the Agreement, Assignor has agreed to, among other things, sell, convey, transfer, assign and deliver to the Assignee all of Assignor's right, title, and interest in, to and under all of the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of Assigned Marks. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns, all of Assignor's right, title, and interest in, to and under the Assigned Marks, together with all of the goodwill associated with any and all of the foregoing, any and all causes of action (in law or equity) and rights to sue, counterclaim and/or collect and recover for past, present or future infringement or dilution of, or damage or injury to, the Assigned Marks or such associated goodwill, and all rights to file for and maintain registrations, renewals and extensions of the Assigned Marks, the same to be held and enjoyed by Assignee, its successors, and permitted assigns.

2. Further Assurances. Assignor shall execute and deliver, without any further consideration, any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

3. Authorizations. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record trademark registrations and applications therefor, to record Assignee as the owner of the applicable Assigned Marks.

4. Miscellaneous. Nothing contained in this Assignment shall be deemed to modify, limit, extend or amend any of the rights, obligations or representations and warranties of any party hereto under or in the Agreement and no additional representations and warranties, express, implied or otherwise (including, without limitation, warranties or merchantability and fitness for use or a particular purpose), shall be deemed to be created by this Assignment. In the event of any conflict or inconsistency between the terms of this Assignment and the Agreement, the terms of the Agreement shall control.

5. Counterparts. This Assignment may be executed manually or by facsimile or electronic signature by the parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the parties and delivered to the other party. Assignee shall have the right to retain the Assignor's manual signature version.

6. Governing Law. This Assignment shall be construed, performed, and enforced in accordance with, and governed by, the internal laws of Delaware without giving effect to the principles of conflict of law thereof.

7. Successors; Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment effective as of the date first written above.

ASSIGNOR:

Bayer Medical Care, Inc.

By David Schramm

Name: David Schramm

Title: Assistant Secretary

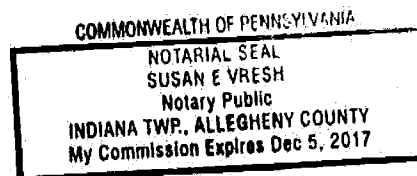
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY ss.

On this 19 day of October, 2015, before me appeared David Schramm
the person who signed this instrument, who acknowledged that he signed such instrument as his
free act and deed.

Susan E Vresh

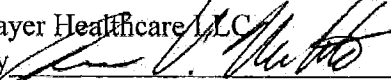
Notary Public

My commission expires: 10/5/2017



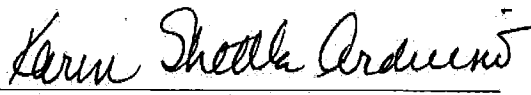
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment effective as of the date first written above.

ASSIGNEE:

Bayer Healthcare LLC
By 
Name: Aseem V. Mehta
Title: Vice President & Chief Patent Counsel

STATE OF New Jersey)
COUNTY OF Morris) ss.

On this 14th day of October, 2015, before me appeared Aseem V. Mehta, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.


Notary Public
My commission expires: 12/2/2018

KARIN SHETTLE ARDUINO
NOTARY PUBLIC OF NEW JERSEY
ID # 2441012
My Commission Expires 12/2/2018

Country	Trademark	Origin	Status	Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due
United States of America	AVANTA	National	Registered	10	86083183	10/04/2013	4542968	06/03/2014	06/03/2024
United States of America	CERTIGRA	National	Registered	09	77796248	08/04/2009	4122181	04/03/2012	04/03/2022
United States of America	CERTO	National	Registered	09	78857801	04/10/2006	3290740	09/11/2007	09/11/2017
United States of America	CONTINUUM	National	Registered	10	85680599	07/18/2012	4298215	03/05/2013	03/05/2023
United States of America	Fluidots	National	Registered	10	76655303	02/17/2006	3122530	08/01/2006	08/01/2016
United States of America	MARK 7 ARTERION	National	Registered	10	85004036	04/01/2010	4250472	11/27/2012	11/27/2022
United States of America	MEDRAD	National	Registered	09, 10, 37	85869571	03/07/2013	4509307	04/08/2014	04/08/2024
United States of America	MEDRAD	National	Registered	10	73043970	02/11/1975	1021990	10/07/1975	10/07/2015
United States of America	MEDRAD	National	Registered	10	75409997	12/23/1997	2282689	10/05/1999	10/05/2019
United States of America	MEDRAD	National	Registered	37, 42	75523785	07/23/1998	2285134	10/12/1999	10/12/2019
United States of America	MEDRAD	National	Registered	09, 10	78006976	05/05/2000	2604867	08/06/2002	08/06/2022
United States of America	MEDRAD Interventional	National	Registered	10	77530237	07/24/2008	3772574	04/06/2010	04/06/2020
United States of America	MEDRAD Vistron CT	National	Registered	10	75363994	09/26/1997	2251950	06/08/1999	06/08/2019
United States of America	P3T	National	Registered	09	77335146	11/21/2007	3724206	12/15/2009	12/15/2019
United States of America	PRO-TEKT	National	Registered	10	77832709	09/23/2009	4026625	09/13/2011	09/13/2021
United States of America	ProVis	National	Registered	10	75725080	07/01/1999	2476405	08/07/2001	08/07/2021
United States of America	Qwik-Fit Syringe	National	Registered	10	74384670	04/30/1993	1879167	02/14/1995	02/14/2025
United States of America	SIDESTEP	National	Registered	10	77347994	12/10/2007	4023040	09/06/2011	09/06/2021
United States of America	SOLARIS	National	Registered	10	85678065	07/16/2012	4382529	08/13/2013	08/13/2023
United States of America	Spectris	National	Registered	10	74476503	01/04/1994	2012235	10/29/1996	10/29/2016
United States of America	SPECTRIS SOLARIS	National	Registered	10	78018119	07/24/2000	2792740	12/09/2003	12/09/2023
United States of America	STELLANT	National	Registered	10	78065799	05/25/2001	2803526	01/06/2004	01/06/2024

Country	Trademark	Origin	Status	Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due
United States of America	TWIST & GO	National	Registered	10	86350209	07/28/2014	4842329	10/27/2015	10/27/2025
United States of America	Veris	National	Registered	10	78407297	04/23/2004	3042743	01/10/2006	01/10/2016
United States of America	VFLOW	National	Registered	10	85869280	03/07/2013	4668131	01/06/2015	01/06/2025
United States of America	VISTRON	National	Registered	10	86122014	11/18/2013	4638393	11/11/2014	11/11/2024
United States of America	XDS	National	Registered	10	77314734	10/26/2007	3551364	12/23/2008	12/23/2018

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REEL: 005695 FRAME: 0956

RECORDED: 12/22/2015