

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bayer Corporation	12/26/2002
RECEIVING PARTY DATA	
Name:	Bayer Healthcare LLC
Street Address:	511 Benedict Ave.
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6861511
Patent Number:	5840501
Patent Number:	7211398
Patent Number:	6262333
Patent Number:	6262334
Patent Number:	7033758
CORRESPONDENCE DATA	
Fax Number:	(914)524-3594
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9145242719
Email:	sharon.meyer@siemens.com
Correspondent Name:	Siemens Healthcare Diagnostics Inc.
Address Line 1:	511 Benedict Ave.
Address Line 4:	Tarrytown, NEW YORK 10591
ATTORNEY DOCKET NUMBER:	HELD BACK

CH \$240.00 6861511

NAME OF SUBMITTER:

/Noam Pollack/

Total Attachments: 8

source=assignment hb patents BC to BHLLC#page1.tif

source=assignment hb patents BC to BHLLC#page2.tif

source=assignment hb patents BC to BHLLC#page3.tif

source=assignment hb patents BC to BHLLC#page4.tif

source=assignment hb patents BC to BHLLC#page5.tif

source=assignment hb patents BC to BHLLC#page6.tif

source=assignment hb patents BC to BHLLC#page7.tif

source=assignment hb patents BC to BHLLC#page8.tif

MASTER ASSIGNMENT OF PATENTS

THIS MASTER ASSIGNMENT OF PATENTS is entered into as of January 1, 2003 (this "Assignment") by and between Bayer Corporation, an Indiana corporation ("Bayer"), and Bayer Healthcare LLC, a Delaware limited liability company ("Target").

RECITALS:

A. Bayer and Target have entered into that certain Contribution and Assumption Agreement dated as of January 1, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Contribution Agreement"), providing, subject to the terms and conditions set forth therein, for the transfer, assignment, conveyance and delivery by Bayer to Target of all of Bayer's right, title and interest in and to the Contributed Assets (as defined in the Contribution Agreement), including the Intellectual Property (as defined in the Contribution Agreement) constituting a part thereof.

B. Bayer owns certain patents listed on Schedule A hereto (collectively, the "Issued Patents"), certain inventions (the "Inventions") which are the subject of pending patent applications listed on Schedule B hereto (the "Pending Patent Applications"), and certain invention disclosures listed on Schedule C hereto (the "Invention Disclosures"), each used in, attributable or related to, or associated with, the Business.

C. Bayer desires to transfer, assign, convey and deliver to Target, and Target desires to acquire from Bayer, the Issued Patents, the Inventions, the Pending Patent Applications and the Invention Disclosures.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definition. As used herein, the term "Patents" means:

(a) the Issued Patents and all continuations, divisions, continuations-in-part, reissues, reexaminations, revisions, renewals and extensions thereof, used in, attributable or related to, or associated with, the Business, and all foreign counterparts to any of the foregoing, including without limitation the Issued Patents listed on Schedule A hereto;

(b) the Pending Patent Applications and all continuations, divisions, continuations-in-part and renewals thereof, used in, attributable or related to, or associated with, the Business, all foreign counterparts to any of the foregoing (including the right to claim priority of filing), and all Letters Patent which may be granted thereon in the United States or any foreign country and all reissues, reexaminations, revisions, renewals and extensions thereof, used in, attributable or related to, or associated with, the Business, including without limitation the Pending Patent Applications listed on Schedule B hereto; and

(c) the Inventions, the Invention Disclosures and all improvements thereto, and all applications for Letters Patent filed for any of the Inventions or Invention

Disclosures in the United States or any foreign country (including the right to claim priority of filing), and all continuations, divisions, continuations-in-part and renewals thereof, used in, attributable or related to, or associated with, the Business, and all Letters Patent which may be granted on any of the foregoing in the United States or any foreign country and all reissues, reexaminations, extensions and thereof, used in, attributable or related to, or associated with, the Business, including without limitation the Invention Disclosures listed on Schedule C hereto.

2. Patent Assignment. Bayer hereby transfers, assigns, conveys and delivers to Target the following:

(a) all of Bayer's right, title and interest throughout the world in and under the Patents, whether or not any such Patents have been issued prior to, on or after the date of this Assignment; and

(b) all claims, demands and rights of action, both statutory and based upon common law, that Bayer has or might have by reason of any infringement of any of the Patents prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Target's own name.

3. Patent Issuance. Bayer hereby authorizes the United States Patent and Trademark Office, and any official or agency of any country or countries foreign to the United States whose duty it is to issue patents, to record Target as assignee and owner of all Patents (to the extent recordable) and to issue all Letters Patent on the Pending Patent Applications, the Inventions and the Invention Disclosures to Target, its successors and assigns, in accordance with the terms of this Assignment.

4. Warranty. Bayer hereby represents and warrants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

5. Further Assurance. Each of Bayer and Target agrees that it shall do, execute, acknowledge and deliver, at the other party's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by the other party to further effect and evidence the transactions contemplated hereby, including without limitation disclosing all facts known to it respecting the Patents and testifying in any legal proceeding involving enforcement of any of the Patents.

6. Amendment. This Assignment may be amended only with the express written consent of both parties.

7. No Third-Party Beneficiaries. This Assignment is not intended and shall not be construed to be for the benefit of any Person (other than the parties hereto and their respective successors and permitted assigns).

8. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, AND ALL RIGHTS AND REMEDIES SHALL BE

DETERMINED UNDER SUCH LAWS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same document.

10. Successors and Assigns. This Assignment and the rights and obligations hereunder may not be assigned by either party without the express written consent of the other party (which consent may be refused by the other party in its sole discretion); provided, however, that this Assignment shall be binding upon, and inure to the benefit of, the successors of the parties (whether by merger, consolidation or otherwise) and any permitted assigns.

11. Other Definitions; Contribution Agreement. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Contribution Agreement. Notwithstanding anything in this Assignment to the contrary, the transfer, assignment, conveyance and delivery effectuated hereby are subject in all respects to the terms and conditions of the Contribution Agreement.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned have caused this Master Assignment of Patents to be executed as of the date first written above.

BAYER CORPORATION

By: *JAkers*

Name: **JOSEPH A. AKERS**

Executive Vice President and

Title: **Chief Administrative and Financial Officer**

ATTEST:

George J. Lykos
[Name, Title]

George J. Lykos
Secretary

BAYER HEALTHCARE LLC

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]

IN WITNESS WHEREOF, each of the undersigned have caused this Master Assignment of Patents to be executed as of the date first written above.

BAYER CORPORATION

By: _____

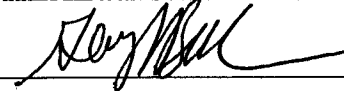
Name: _____

Title: _____

ATTEST:

[Name, Title]

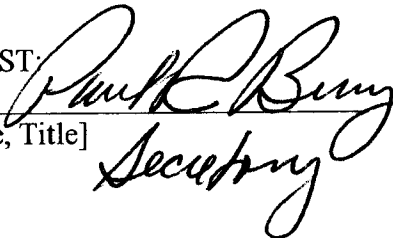
BAYER HEALTHCARE LLC

By:  _____

Name: Gary S. Balkema

Title: President Consumer Care Division
and Executive Vice President

ATTEST:



[Name, Title]

Secretary

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this 26th day of December, 2002 before me appeared Joseph A. Akers, the person who signed this instrument, who acknowledged that he signed it on behalf of Bayer Corporation with authority to do so.

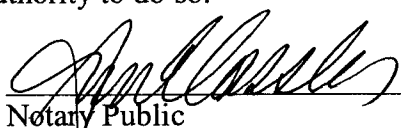
Loretta M. Gottschling
Notary Public

Notarial Seal
Loretta M. Gottschling, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Mar. 20, 2003
Member, Pennsylvania Association of Notaries

STATE OF NJ)
)
COUNTY OF MORRIS) SS:

On this 18th day of DECEMBER, 2002 before me appeared GARY BALKEM the person who signed this instrument, who acknowledged that he/she signed it on behalf of Bayer Healthcare LLC with authority to do so.

ANN E. CASSLER
Notary Public
State of New Jersey
My Comm. Expires June 16, 2004



Notary Public

My commission expires:

Schedule A

US Patent Nos.

6,861,511

5,840,501

7,211,398

6,262,333

6,262,334

7,033,758