

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LIFESCAN SCOTLAND LTD.	10/01/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CILAG GMBH INTERNATIONAL
<b>Street Address:</b>	GUBELSTRASSE 34
<b>City:</b>	ZUG
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	6300
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13896986
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	DDI5265USNP
<b>NAME OF SUBMITTER:</b>	SUSANA PARODI
<b>SIGNATURE:</b>	/Susana Parodi/
<b>DATE SIGNED:</b>	11/26/2018
<b>Total Attachments: 4</b>	
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## General Patent Assignment

dated as of 1 October 2018

between

**LifeScan Scotland Ltd.**, a UK private company limited by shares, with registered office at 249 West George Street, Glasgow G2 4RB, Scotland

("Assignor")

and

**Cilag GmbH International**, a Swiss limited liability company, with registered office at Gubelstrasse 34, 6300 Zug, Switzerland, company registration number: CHE-103.478.083

("Assignee")

1. Pursuant to, and upon the terms of that certain IP Purchase Agreement dated as of 1 October 2018 (the "Agreement") between Assignor and Assignee, Assignee has agreed to purchase, acquire and accept Assignor's worldwide right, title and interest in, to and under all patents and patent applications, utility models and industrial designs, and all applications and registrations therefor set forth on Schedule 2.1(a) thereto, together with all reissuances, divisions, renewals, revisions, extensions (including any supplementary protection certificates, reexaminations, provisionals, continuations and continuations-in-part with respect thereto and including all foreign equivalents (hereinafter collectively referred to as the "Patents"). Each capitalized term used and not defined in this General Patent Assignment shall have the meaning assigned to it in the Agreement.
2. Assignor desires to sell, convey, transfer and assign to Assignee and Assignor desires to accept the sale, conveyance, transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under such Patents and in and to the inventions represented thereby.
3. Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee and Assignee hereby accepts the sale, conveyance, transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under the Patents and all rights to the inventions described and claimed therein, together with the right to claim priority in

- all foreign countries in accordance with international law, any and all rights corresponding to the Patents in foreign countries throughout the world and all of Assignor's rights and actions for past infringement or misappropriation, all to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this General Patent Assignment not been made.
4. This General Patent Assignment, together with the Agreement (including all schedules thereto) contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters. In the event of a conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
  5. This General Patent Assignment shall inure to the benefit and be binding upon the parties hereto and their respective successors and permitted assigns.
  6. Assignor agrees to provide to Assignee the necessary information and deliver such other documents and instruments as may be reasonably required to permit Assignee (at its expense) to effect and perfect the transfer of the registrations of the Patents, including the execution of documents.
  7. Neither the making nor the acceptance of this sale, conveyance, assignment and transfer shall enlarge, restrict or otherwise modify the terms of the Agreement or constitute a waiver or release by any party to the Agreement of any liabilities, duties or obligations imposed thereby.
  8. This Agreement, including the jurisdiction clause shall be governed by, interpreted and construed in accordance with the substantive laws of Switzerland excluding its rules on conflicts of laws and excluding the United Nations Convention on Contracts for the International Sales of Goods of 11 April 1980 (CISG).  
  
The competent courts of the city of Zug, Switzerland, shall have exclusive jurisdiction for all disputes arising out of or in connection with this Agreement including but not limited to matters of validity, conclusion, binding effect, interpretation, construction, performance or non-performance and remedies, subject to appeal, if any.
  9. This General Patent Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this General Patent Assignment to be executed by their respective duly authorized officers as of the date first written above.

**LifeScan Scotland Ltd.**



By: *Kevin Lavery*

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**Cilag GmbH International**

By: \_\_\_\_\_

By: \_\_\_\_\_

LifeScan Scotland Ltd.

Cilag GmbH International

By: \_\_\_\_\_



By: Erik Rombo  
Managing Officer



By: Andrea Ostinelli  
Managing Officer