

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5642282

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BAYER HEALTHCARE, LLC	01/04/2016
RECEIVING PARTY DATA		
Name:	ASCENSIA DIABETES CARE HOLDINGS AG	
Street Address:	PETER-MERIAN-STR. 90	
City:	BASEL	
State/Country:	SWITZERLAND	
Postal Code:	4052	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16250761
CORRESPONDENCE DATA		
Fax Number:	(866)750-3413	
<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:	3129774400	
Email:	ebaio@nixonpeabody.com	
Correspondent Name:	NIXON PEABODY LLP	
Address Line 1:	70 W. MADISON STREET	
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ATTORNEY DOCKET NUMBER:	247082-190USC2	
NAME OF SUBMITTER:	ELIZABETH W. BAIO	
SIGNATURE:	/Elizabeth W. Baio, Reg. No. 62,744/	
DATE SIGNED:	07/30/2019	
Total Attachments: 7		
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ASSIGNMENT OF PATENTS AND INTELLECTUAL PROPERTY RIGHTS

This assignment of patents and patent intellectual property rights ("**Assignment**") is entered into this 4th day of January, 2016 ("**Effective Date**"), between Bayer HealthCare LLC, a Delaware limited liability corporation with a principal place of business at 100 Bayer Boulevard, Whippany, NJ 07981 and registered with Corporation Services Company, 2711 Centerville Road, Wilmington, Delaware 19808 under 353 6270 ("**Assignor**"), and Ascensia Diabetes Care Holdings AG, a limited liability company under Swiss law, having its seat and registered address at Peter-Merian-Str. 90, 4052 Basel (Switzerland), with company number CHE-427.105.881, registered with the Commercial Registry of the Canton of Basel town ("**Assignee**").

Assignor is the owner and/or applicant of certain patents, utility models, designs and applications for patents, utility models and designs identified on **Exhibit 1** attached hereto as well as the inventions, improvements and copyright-protected works disclosed in such patents, utility models, designs, patent applications, utility model applications and design applications; and

Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee all of the right, title, and interest in, to and under, and the benefit of, all of the Intellectual Property Rights (as defined below).

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

1. Assignment and Transfer. Assignor hereby irrevocably sells with economic effect and conveys, transfers, assigns and delivers with *in rem* effect as of the Effective Date to Assignee, and Assignee hereby purchases and accepts the transfers, assignments, conveyances and deliveries of, all of the right, title, and interest in, to and under, and all the full and exclusive benefit of, all of the assets listed on **Exhibit 1** attached hereto and the full and exclusive benefit of them and all rights, privileges and advantages associated with them, including

a) the inventions, improvements and copyright-protected works disclosed in such assets and the full and exclusive benefit of them. For the avoidance of doubt the transfer of copyrights to works disclosed in these assets shall take place without territorial or time limitations and cover the forms of exploitation that are known at the Effective Date, in particular:

- i. within the scope of fixing and reproduction of works – production of copies of a piece of work with the use of specific technology, including printing, reprographics, magnetic fixing and digital technology,
- ii. within the scope of trading the original or the copies on which the work was fixed – introduction to trade, letting for use or rental of the original or the copies,
- iii. within the scope of dissemination of works in a manner different or defined in point ii) above – public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making the work publicly available in such a manner that anyone could access it at a place and time selected thereby.

Within the scope determined in this Section 1 a) and with the effect as of the Effective Date – the Assignor transfers and the Assignee acquires also the exclusive right to permit the exercise of derivative copyrights to works disclosed in the assets listed on Exhibit 1 attached hereto. Assignor also hereby declares that it permits the Assignee to exercise author personal rights to the above mentioned works and that it is duly authorized to give the Assignee such consent;

b) the right to claim priority from, any and all patents, utility models, designs, patent applications, utility model applications and design applications owned by Assignor as set forth in Exhibit 1 attached hereto, and to all patents, utility models, designs, patent applications, utility model applications and design applications claiming priority from any of said patents, utility models, designs or patent applications, utility model applications and design applications;

c) all the benefit of and right, title and interest in, to and under (x) any and all provisionals, non-provisionals, continuations, divisionals, continuations-in-part, confirmations, publications, reissues, re-examinations, revisions, renewals, substitutions, extensions, patent term restorations, and equivalents of, derived from or leading to any of the assets listed on Exhibit 1 attached hereto as well as any other patent applications, utility model applications and design applications based in whole or in part on any of the assets listed on Exhibit 1 attached hereto and (y) any and all causes of action (in law or equity), licenses, income, royalties, proceeds, and payments due or payable, granted, generated or resulting from any of the assets listed on Exhibit 1 attached hereto or listed in Section 1(c)(x) above;

d) the right to claim for any benefits or privileges from the assets listed on Exhibit 1 attached hereto which may be available under conventions and/or other agreements relating to intellectual property or under the applicable law in the countries in which applications for registration of such assets are filed; and

e) the right to bring an action at law or in equity and/or collect and recover damages or other forms of relief for past, present or future infringement or damage or violation or injury to any of the assets listed on Exhibit 1 attached hereto, the same to be held and enjoyed by Assignee (the foregoing (a)-(e), collectively, "**Intellectual Property Rights**", and each individually, an "**Intellectual Property Right**"). Assignee shall hold all the benefit of and right, title and interest into and to the Intellectual Property Rights as fully and exclusively as same would have been held and enjoyed by Assignor had the above assignments or transfers not been made.

2. Exclusive License. Where a complete assignment or transfer with effect *in rem* of an Intellectual Property Right is not possible due to applicable national laws, Assignor hereby grants to Assignee, and Assignee hereby accepts, to all such Intellectual Property Rights with effect as of the Effective Date, an exclusive, irrevocable, perpetual, worldwide, unrestricted, unlimited in scope, non-redeemable, fully paid-up, royalty free, sublicensable and transferable license and allows herewith all kinds of revisions and possible uses and exploitations, including these mentioned in Section 1 a) above as well as to copy or disseminate, transfer, distribute, amend, translate or enhance, and to use and exploit the results created in this manner in the same way as the original versions, in each case to the extent permitted under applicable law and the Intellectual Property Right concerned, until all such additional requirements for a full transfer and assignment have been executed and effectuated or, if earlier, until the expiration of the

protection period of the respective Intellectual Property Rights. The above granting of rights shall come as close as possible to a full rights transfer or assignment in accordance with applicable law.

3. Further Assurances. Assignor shall, without being obliged to incur any costs (other than internal cost) except to the extent that Assignee agrees to reimburse such costs, 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 perfect the aforesaid assignments, licenses and transfers, including without limitation, any assignment agreements and documents required to be recorded or filed under the laws of any relevant jurisdiction to perfect the foregoing assignments, transfers and licenses, and to document and record with the appropriate authorities the aforesaid assignments, transfers and licenses, provided that Assignee shall be solely responsible for filing and recording such agreements and documents.

4. Authorizations. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and any other official of foreign countries throughout the world whose duty is to register or record patents, utility models, designs, and/or applications therefor, to record Assignee as the owner of the entire benefit of and right, title and interest in and under all of the Intellectual Property Rights.

5. Consideration. The purchase price to be paid by the Assignee to the Assignor for the sale, transfer, assignment, conveyance, delivery and granting of the Intellectual Property Rights has been compensated by the remuneration to be paid under the Asset Sale and Transfer Agreement concluded between the Assignor and Assignee dated 4 January 2016 and, therefore, no payment or consideration shall be due by the Assignee under this Assignment.

6. No Representations and Warranties. To the extent legally permissible, all claims of Purchaser regarding defects in quality or title in the Business shall be excluded. Each Party hereby waives any claims under statutory representations and warranties (Sections 434 *et seq.* of the German Civil Code), statutory contractual or pre-contractual obligations (Sections 280 to 282, 311 of the German Civil Code) or frustration of contract (Section 313 of the German Civil Code) or tort (Sections 823 *et seq.* of the German Civil Code), and no Party shall have any right to rescind, cancel or otherwise terminate this Agreement or exercise any right or remedy which would have a similar effect. The foregoing shall not affect (i) any rights and remedies of the Parties for fraud or wilful misconduct (*Vorsatz*), (ii) any claims of Seller arising from a breach of Purchaser's obligation to pay the Purchase Price in accordance with Section 5 and (iii) any claims of or against Seller for specific performance (*primäre Erfüllungspflichten*) under this Agreement.

7. 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.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of Germany (excluding conflict of laws rules and the United Nations Convention

on the Sale of Goods). Deviating from the sentence above, local laws shall be applicable if and to the extent the respective Intellectual Property Rights are subject to a mandatory local law which requires that this Assignment shall be subject to such local laws to become effective.

All disputes, controversies or claims arising out of, or in connection with, this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce as applicable from time to time by three arbitrators appointed in accordance with said rules who shall have the qualification to become a judge in Germany. The Claimant(s) shall nominate one arbitrator in the Request for Arbitration. The Respondent(s) shall nominate one arbitrator in the Answer to the Request. The two party-nominated arbitrators will then attempt to agree, in consultation with the parties to the arbitration, upon the nomination of a Chair, barring which the ICC Court shall select the Chair. Place of arbitration shall be Zurich, Switzerland. The language of the arbitration shall be English.

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

[SIGNATURE PAGE TO FOLLOW]

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

ASSIGNOR:

Bayer HealthCare LLC

By

Name:

Function: By power of attorney

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

ASSIGNEE:

Ascensia Diabetes Care Holdings AG

By

Name:

Function: By power of attorney

Exhibit 1

11/988,713	LANCING DEVICE FOR ONE SKIN PUNCTURE	BAYER HEALTHCARE LLC	USA	60/699117	1/11/2008	11/1/2011	8048098
11/989,815	METER HAVING POST MEAL TEST TIME ALARM	BAYER HEALTHCARE LLC	USA	60/705957	1/30/2008		
12/086,240	A METHOD OF FORMING A MULTILAYER TEST SENSOR	BAYER HEALTHCARE LLC	USA	60/754141	6/9/2008	12/27/2011	8083884
10/237,995	BUTTON LAYOUT FOR A TESTING INSTRUMENT	BAYER HEALTHCARE LLC	USA	60/311759	9/10/2002	1/29/2008	7323141
10/269,484	AUTOMATED MECHANICAL MECHANISM FOR A BLOOD GLUCOSE SENSOR DISPENSING INSTRUMENT	BAYER HEALTHCARE LLC	USA	10/269484	10/15/2002	2/14/2006	6997344
12/086,364	PROCESS OF MAKING ELECTRODES FOR TEST SENSORS	BAYER HEALTHCARE LLC	USA	60/754146	6/11/2008		
12/083,748	SINGLE USE LANCING DEVICE	BAYER HEALTHCARE LLC	USA	60/729825	7/14/2009	6/25/2013	8469984
12/600,403	MULTI-LAYER PAD AND METHODS OF USING THE SAME	BAYER HEALTHCARE LLC	USA	60/751243	11/16/2009		
10/156,572	ELECTROCHEMICAL SENSOR AND METHOD OF MAKING	BAYER HEALTHCARE LLC	USA	01/00297023	5/29/2002	10/17/2006	7122102
10/206,345	SENSOR RELEASE FOR A BLOOD GLUCOSE SENSOR DISPENSING INSTRUMENT	BAYER HEALTHCARE LLC	USA	60/311758	7/30/2002	11/3/2009	7611899
12/538,601	SENSOR RELEASE FOR A BLOOD GLUCOSE SENSOR DISPENSING INSTRUMENT	BAYER HEALTHCARE LLC	USA	60/311758	8/10/2009	3/15/2011	7906336
10/205,574	BLOOD GLUCOSE SENSOR DISPENSING INSTRUMENT HAVING A PULL/PUSH ACTIVATION MECHANISM	BAYER HEALTHCARE LLC	USA	10/205574	7/26/2002	10/9/2007	7279130
13/547,890	TRANSERMAL ANALYTE SENSOR ASSEMBLY AND METHODS OF USING THE SAME	BAYER HEALTHCARE LLC	USA	60/751238	7/12/2012	8/6/2013	8504131
12/086,238	TRANSERMAL ANALYTE SENSOR ASSEMBLY AND METHODS OF USING THE SAME	BAYER HEALTHCARE LLC	USA	60/751238	6/7/2008	9/18/2012	8271064
12/087,087	ELECTROCHEMICAL SENSOR SYSTEM USING A SUBSTRATE WITH AT LEAST ONE APERTURE AND METHOD OF MAKING THE	BAYER HEALTHCARE LLC	USA	60/754140	12/7/2009		
10/231,599	REAGENTS AND METHODS FOR DETECTING ANALYTES, AND DEVICES COMPRISING REAGENTS FOR DETECTING ANALYTES	BAYER HEALTHCARE LLC	USA	60/613716	9/3/2002	1/16/2007	7163616
14/531,583	ANALYTE-TESTING INSTRUMENTS	BAYER HEALTHCARE LLC	USA	60/772697	11/3/2014	10/27/2015	9170251
14/864,006	ANALYTE-TESTING INSTRUMENTS	BAYER HEALTHCARE LLC	USA	60/772697	9/24/2015		
12/530,669	ANALYTE-TESTING INSTRUMENTS	BAYER HEALTHCARE LLC	USA	60/772697	9/10/2009	12/9/2014	8906305
09/731,943	IMPROVED ELECTROCHEMICAL SENSOR DESIGN	BAYER HEALTHCARE LLC	USA	09/366269	12/8/2000	3/11/2003	6531040
09/861,437	IMPROVED ELECTROCHEMICAL SENSOR DESIGN	BAYER HEALTHCARE LLC	USA	09/366269	5/21/2001	1/11/2005	6841052
10/864,011	IMPROVED ELECTROCHEMICAL SENSOR DESIGN	BAYER HEALTHCARE LLC	USA	09/366269	6/9/2004	10/24/2006	7125481
12/257,031	ELECTROCHEMICAL SENSOR DESIGN	BAYER HEALTHCARE LLC	USA	09/366269	10/23/2008	10/8/2013	8544521
14/022,189	ELECTROCHEMICAL SENSOR DESIGN	BAYER HEALTHCARE LLC	USA	14/022189	9/9/2013	2/24/2015	8E45384
10/992,593	IMPROVED ELECTROCHEMICAL SENSOR	BAYER HEALTHCARE LLC	USA	01/00292005	11/18/2004	10/17/2006	7122110
10/978,889	IMPROVED ELECTRICAL SENSOR	BAYER HEALTHCARE LLC	USA	60/363380	11/7/2007	10/10/2006	7186688
11/890,626	METER SYSTEM DESIGNED TO RUN SINGULATED TEST SENSORS	BAYER HEALTHCARE LLC	USA	60/837518	8/7/2007	4/5/2011	7918121
12/244,75	SINGLE-HANDED, REDUCED VIBRATION LANCING DEVICE	BAYER HEALTHCARE LLC	USA	60/782474	8/21/2008	9/20/2011	8021383
11/890,749	SYSTEM AND METHOD FOR TRANSFERRING CALIBRATION DATA	BAYER HEALTHCARE LLC	USA	60/837538	8/7/2007	10/4/2011	8029735
12/875,310	TEST SENSOR PACKAGE	BAYER HEALTHCARE LLC	USA	60/649046	9/3/2010	10/1/2013	8545768
13/979,937	TEST SENSOR PACKAGE	BAYER HEALTHCARE LLC	USA	60/649046	8/26/2013	5/6/2014	8715588
14/202,843	SENSOR AND PACKAGE	BAYER HEALTHCARE LLC	USA	60/649046	3/11/2014	9/15/2015	9134316
13/868,309	AMENDED TITLE - METHOD OF CORRECTING FOR OXYGEN EFFECT IN TEST SENSOR WITH GLUCOSE OXIDASE	BAYER HEALTHCARE LLC	USA	60/790607	4/22/2013		
13/302,325	CORRECTION OF OXYGEN EFFECT IN TEST SENSOR WITH GLUCOSE OXIDASE	BAYER HEALTHCARE LLC	USA	60/790607	11/22/2011		
11/899,278	DETACHABLE TEST SENSOR CONTAINER HAVING A SYSTEM FOR REDUCING CODING ERRORS	BAYER HEALTHCARE LLC	USA	60/844559	9/5/2007	12/28/2010	7858046
13/161,953	ELECTROCHEMICAL TEST SENSOR	BAYER HEALTHCARE LLC	USA	60/819961	6/16/2011	1/1/2013	8343332
11/825,231	ELECTROCHEMICAL TEST SENSOR	BAYER HEALTHCARE LLC	USA	60/819961	7/5/2007	8/9/2011	7993512
12/530,654	LANCET-ELECT MECHANISM	BAYER HEALTHCARE LLC	USA	PCT/US07/0062	2/2/2010	11/6/2012	8303615
29/259,437	ANALYTE-DETERMINING METER	BAYER HEALTHCARE LLC	USA		5/8/2006	8/21/2007	D549343
14/070,169	ELECTROCHEMICAL TEST SENSOR WITH REDUCED SAMPLE VOLUME	BAYER HEALTHCARE LLC	USA	60/798797	11/1/2013		
12/226,796	ELECTROCHEMICAL TEST SENSOR WITH REDUCED SAMPLE VOLUME	BAYER HEALTHCARE LLC	USA	60/798797	10/28/2008	12/31/2013	8617367
29/259,407	ANALYTE-DETERMINING METER	BAYER HEALTHCARE LLC	USA		5/8/2006	9/25/2007	D551578
10/216,597	FLUID COLLECTING AND MONITORING DEVICE	BAYER HEALTHCARE LLC	USA	60/798538	10/29/2008	6/5/2012	8191396
12/268,52	TEST-SENSOR PACKAGING	BAYER HEALTHCARE LLC	USA	10/216597	8/12/2002	10/20/2009	7604775
11/999,530	METHOD OF THERAPEUTIC DRUG MONITORING	BAYER HEALTHCARE LLC	USA	60/876357	12/6/2007		
11/999,610	METHOD OF ANALYZING FOR AT LEAST ONE ALLERGY	BAYER HEALTHCARE LLC	USA	60/876452	12/6/2007		
11/999,631	METHOD OF ANALYZING FOR AT LEAST DISEASE OR CONDITION MARKER	BAYER HEALTHCARE LLC	USA	60/876300	12/6/2007	10/4/2011	8032197
10/770,235	METHOD FOR REDUCING EFFECT OF HEMATOCRIT ON MEASUREMENT OF AN ANALYTE IN WHOLE BLOOD, AND TEST KIT A	BAYER HEALTHCARE LLC	USA	60/446340	2/2/2004	1/29/2008	7323315
12/225,832	MONITORING THE LAYDOWN OF A REAGENT LIKE POTASSIUM FERRICYANIDE USING XRF SPECTROMETRY	BAYER HEALTHCARE LLC	USA	60/790984	9/30/2008	8/23/2011	8005188
13/536,222	TEST-SENSOR CARTRIDGE	BAYER HEALTHCARE LLC	USA	60/860187	6/28/2012	4/9/2013	8413886
12/515,363	TEST-SENSOR CARTRIDGE	BAYER HEALTHCARE LLC	USA	60/860187	5/18/2009	7/31/2012	8221048
14/332,029	ELECTROCHEMICAL TEST SENSOR WITH LIGHT GUIDE	BAYER HEALTHCARE LLC	USA	60/878953	7/15/2014		
12/521,829	ELECTROCHEMICAL TEST SENSOR WITH LIGHT GUIDE	BAYER HEALTHCARE LLC	USA	60/878953	9/8/2009	8/26/2014	8815079
11/973,563	TEST SENSOR WITH A SIDE VENT AND METHOD OF MAKING THE SAME	BAYER HEALTHCARE LLC	USA	60/850899	10/9/2007	9/21/2010	7797987
09/055,385	METHOD AND APPARATUS FOR DATA MANAGEMENT AUTHENTICATION IN A CLINICAL ANALYZER	BAYER HEALTHCARE LLC	USA	09/055385	4/6/1998	6/12/2001	6246966
08/740,564	METHOD AND APPARATUS FOR CALIBRATING A SENSOR ELEMENT	BAYER HEALTHCARE LLC	USA	740564	7/30/1996	1/5/1999	5886195
10/590,631	METHOD AND APPARATUS FOR MEASURING AN ANALYTE IN A BODY FLUID	BAYER HEALTHCARE LLC	USA	60/542363	2/4/2005	3/19/2013	8398567
10/767,963	METHOD AND TEST STRIP FOR DETERMINING GLUCOSE IN BLOOD	BAYER HEALTHCARE LLC	USA	03/00444414	1/29/2004	10/21/2008	7439033
13/657,433	ANALYTE-TESTING DEVICE	BAYER HEALTHCARE LLC	USA	60/881983	10/22/2012	3/25/2014	8679847
14/174,716	ANALYTE-TESTING DEVICE	BAYER HEALTHCARE LLC	USA	60/881983	2/6/2014	2/3/2015	8945930
14/579,571	ANALYTE-TESTING DEVICE	BAYER HEALTHCARE LLC	USA	60/881983	12/22/2014	7/28/2015	9092557
14/732,222	ANALYTE-TESTING DEVICE	BAYER HEALTHCARE LLC	USA	60/881983	6/5/2015		
12/523,498	ANALYTE-TESTING DEVICE	BAYER HEALTHCARE LLC	USA	60/881983	7/16/2009	11/13/2012	8309357
08/927,134	DISPENSING INSTRUMENT FOR FLUID MONITORING SENSOR	BAYER HEALTHCARE LLC	USA	660874	9/21/1997	9/22/1998	5810199
12/249,283	ON STRIP AUTOCALIBRATION METHOD - FILED AS AUTO-CALIBRATING TEST SENSOR	BAYER HEALTHCARE LLC	USA	61/022052	10/10/2008	8/14/2012	8241488
13/488,882	METHOD OF DEFINING ELECTRODES USING LASER-ABLATION AND DIELECTRIC MATERIAL	BAYER HEALTHCARE LLC	USA	60/997785	6/5/2012	3/19/2013	8399070
12/669,984	TEST SENSORS AND METHODS OF USING SIDE-MOUNTED METER CONTACTS	BAYER HEALTHCARE LLC	USA	60/962658	1/21/2009	3/25/2014	8679309
14/177,885	ELECTROCHEMICAL TEST SENSOR	BAYER HEALTHCARE LLC	USA	60/962658	2/11/2014		
09/865,522	SYSTEM, METHOD AND BIOSENSOR APPARATUS FOR DATA COMMUNICATIONS WITH A PERSONAL DATA ASSISTANT	BAYER HEALTHCARE LLC	USA	60/211964	5/29/2001	8/5/2003	6604050

PATENT

RECORDED: 07/30/2019

REEL: 049897 FRAME: 0215