

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6144444

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:	16896498
CORRESPONDENCE DATA	
Fax Number:	(312)977-4405
<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:	312-977-4400
Email:	rcrawford@nixonpeabody.com
Correspondent Name:	NIXON PEABODY LLP
Address Line 1:	70 W. MADISON STREET
Address Line 2:	SUITE 3500
Address Line 4:	CHICAGO, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	247082-000415USC1
NAME OF SUBMITTER:	PETER J. PROMMER
SIGNATURE:	/Peter J. Prommer - Reg. No. 54,743/
DATE SIGNED:	06/09/2020
Total Attachments: 8	
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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.

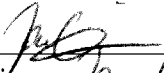
9. Successors; Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[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: Ron Heikemann
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

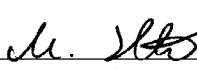
By 
Name: M. Jeter
Function: By power of attorney

Exhibit 1

Exhibit 1

Attached separately

