

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
True Process, Inc		08/17/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Baxter Healthcare Corporation		
Street Address:	One Baxter Parkway		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3560690	VERISCAN	
Registration Number:	4278695	TRUE PROCESS	
Registration Number:	4673727	VINES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	lisa_morani@baxter.com		
Correspondent Name:	Jeffrey C. Nichols		
Address Line 1:	One Baxter Parkway		
Address Line 4:	Deerfield, ILLINOIS 60015		
NAME OF SUBMITTER:	JEFFREY C. NICHOLS		
SIGNATURE:	/jeffrey c. nichols/		
DATE SIGNED:	11/05/2018		
Total Attachments: 5			
source=Trademark Assignment True Process#page1.tif			
source=Trademark Assignment True Process#page2.tif			
source=Trademark Assignment True Process#page3.tif			
source=Trademark Assignment True Process#page4.tif			
source=Trademark Assignment True Process#page5.tif			

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of August 17, 2018, is made by and between True Process, Inc. ("Assignor"), a Wisconsin corporation, in favor of Baxter Healthcare Corporation ("Assignee"), a Delaware corporation, the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee, on the one hand, and Assignor, Todd M. Dunsirn and Douglas E. Frede, on the other, dated as of August 17, 2018 (the "Asset Purchase Agreement"). The term "Party" shall mean either Assignor or Assignee and the term "Parties" shall mean both Assignor and Assignee.

RECITALS

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, the "Assigned Trademarks"):

(a) the trademark registrations and trademark applications set forth in Appendix A hereto, and all other corresponding rights at common law, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, any and all of the foregoing; provided that, with respect to any United States intent-to-use trademark applications set forth on Appendix A, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which such trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor hereby acknowledges that this Trademark Assignment, being of Assignor's entire right, title and interest in and to the Assigned Trademarks carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all Trademarks by attorneys and agents of Assignee's selection and the right to procure the grant of all Trademarks to Assignee in its own name as assignee of Assignor's entire right, title and interest in the Assigned Trademarks.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of the Canadian Intellectual Property Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto. The Assignor hereby grants Assignee the power to insert on this Trademark Assignment any further identification information, including an application number and filing date, which may be necessary or desirable.


3. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Miscellaneous. This Trademark Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Parties. This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Trademark Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. This Trademark Assignment may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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

"ASSIGNOR"
TRUE PROCESS, INC.

By: 

Name: Todd M. Dunsirn

Title: President

"ASSIGNEE"
BAXTER HEALTHCARE CORPORATION

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment (True Process, Inc. to Baxter Healthcare Corp.)]

28454947

TRADEMARK
REEL: 006475 FRAME: 0695

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

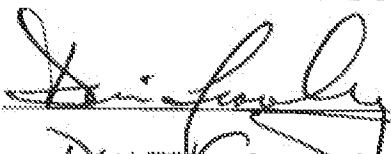
"ASSIGNOR"
TRUE PROCESS, INC.

By: _____

Name: Todd M. Dunsirn

Title: President

"ASSIGNEE"
BAXTER HEALTHCARE CORPORATION

By:  _____

Name: *Dennis Crowley*

Title: *SVP*

APPENDIX A

U.S. Federal Trademark Registrations

Mark	Original Filing Basis	Current Basis	Country	Serial No.	Reg. Date	Reg. No.	Status
VERISCAN	1(a)	1(a)	U.S.	77/487,700	1/13/2009	3,560,690	Registered (Principal)
TRUE PROCESS	1(a)	1(a)	U.S.	85/613,211	1/22/2013	4,278,695	Registered (Principal)
VINES	1(a)	1(a)	U.S.	85/916,329	1/20/215	4,673,727	Registered (Principal)

Canadian Trademark Registration

Mark	Country	Serial No.	Reg. Date	Reg. No.	Status
VERISCAN	Canada	1440780	6/7/2012	TMA 825,717	Registered

Mark(s) in Use But Not Registered

Mark
TRUE INSIGHT
TRUE VIEW