

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780008

| | |
|------------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 12/31/2007 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|--------------|
| Dade Behring Inc. | | 12/31/2007 | Corporation: |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | Siemens Medical Solutions Diagnostics |
| Street Address: | 511 Benedict Ave. |
| City: | Tarrytown |
| State/Country: | NEW YORK |
| Postal Code: | 10591 |
| Entity Type: | Corporation: CALIFORNIA |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------|
| Registration Number: | 1254175 | STRATUS |

CORRESPONDENCE DATA**Fax Number:**

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.

Email: sharon.meyer@siemens-healthineers.com**Correspondent Name:** Siemens Healthcare Diagnostics Inc.**Address Line 1:** 511 Benedict Ave.**Address Line 4:** Tarrytown, NEW YORK 10591

| | |
|---------------------------|----------------|
| NAME OF SUBMITTER: | SHARON MEYER |
| SIGNATURE: | /Sharon Meyer/ |
| DATE SIGNED: | 01/11/2023 |

Total Attachments: 8

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ENDORSED - FILED
in the office of the Secretary of State
of the State of California

DEC 31 2007

Exhibit A

Form of Merger Agreement

AGREEMENT OF MERGER

OF

DADE BEHRING INC.,
a Delaware corporation

with and into

SIEMENS MEDICAL SOLUTIONS DIAGNOSTICS
a California corporation

THIS AGREEMENT OF MERGER (this "Agreement") is dated as of December 31, 2007, by and between Dade Behring Inc., a Delaware corporation ("DBI") and Siemens Medical Solutions Diagnostics, a California corporation (the "Company"). The Company and DBI are referred to herein as the "Constituent Corporations."

In consideration of the premises and mutual covenants and agreements contained herein, the Constituent Corporations agree as follows:

RECITALS

A. The Board of Directors of each Constituent Corporation deems it advisable and in the best interests of such Constituent Corporation and in the best interests of the shareholders of such Constituent Corporation, respectively, that DBI be merged with and into the Company.

B. The Boards of Directors of each Constituent Corporation and their respective stockholders have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. At the Effective Time (as defined below) the separate existence of DBI shall cease in accordance with the provisions of the General Corporation Law of the State of Delaware (the "DGCL") and DBI shall be merged with and into the Company in accordance with the General Corporation Law of the State of California (the "CGCL") and the Merger shall have all the effects provided by the CGCL. After the Merger, the Company is sometimes referred to herein as the "Surviving Corporation."

2. The Merger shall become effective at such time (the "Effective Time") as this Agreement of Merger and the officers' certificates of each Constituent Corporation are filed with the Secretary of State of the State of California pursuant to Section 1103 of the CGCL.

3. All of the rights and obligations of DBI existing immediately prior to the

Effective Time shall, without the need for any further action, become the rights and obligations of the Surviving Corporation, and the Surviving Corporation shall remain a wholly-owned subsidiary of Siemens Medical Solutions USA, Inc. If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes this Agreement of Merger or to vest the Surviving Corporation with the full right, title and possession to all assets, property, rights, privileges, immunities, powers and franchises of DBI, the officers and directors of the Surviving Corporation are fully authorized to take all such action.

4. At the Effective Time, the articles of incorporation of the Company shall be the Articles of Incorporation of the Surviving Corporation and shall continue in full force and effect until thereafter amended in accordance with applicable law. At the Effective Time, the Bylaws of the Company shall be the Bylaws of the Surviving Corporation and shall continue in full force and effect until thereafter amended in accordance with applicable law, the articles of incorporation of the Surviving Corporation and such Bylaws.

5. At the Effective Time, by virtue of the Merger and without any further action on the part of the Company, DBI or any shareholder of the Company or DBI, each share of common stock of DBI then outstanding shall be converted into one share of common stock of Surviving Corporation. The issued shares of the Company shall not be converted or exchanged in any manner or any consideration be paid therefor, but each such share which is issued as of the Effective Time shall continue to represent one issued share of the Surviving Corporation.

6. The directors and officers in office of the Company as of the Effective Time shall be the members of the Board of Directors and the officers appointed by the Surviving Corporation's sole shareholder and Surviving Corporation's Board of Directors, respectively, each of whom shall hold their directorships and offices until the election, choice, and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation.

7. The parties hereto agree that, to the extent permitted by applicable law, all provisions relating to indemnification and exculpation now existing in favor of the current or former directors or officers (the "Indemnified Directors/Officers") of DBI and its subsidiaries as provided in their respective certificates of incorporation or by-laws (or similar organizational documents) or agreements providing for indemnification and exculpation, and all rights to advancement of expenses, shall survive the merger, shall not be amended to the detriment of Indemnified Directors/Officers and shall continue in full force and effect in accordance with their terms. The Indemnified Directors/Officers are each express third party beneficiaries of this Section 7. Without limiting the generality of the foregoing, the obligations of the Surviving Corporation under this Section 7 shall not be terminated or modified in such a manner as to adversely affect any person to whom this Section 7 applies without the prior written consent of such affected person.

8. In the event that the merger herein provided for shall have been fully authorized in accordance with the provisions of the provisions of the DGCL and in accordance with the provisions of the CGCL, DBI and the Company hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Delaware and of the State of California, and that

they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

9. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

10. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

11. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

DADE BEHRING INC.

By: _____
Name: Lance C. Balk
Title: Senior Vice President

By: _____
Name: John M. Duffey
Title: Chief Financial Officer

SIEMENS MEDICAL SOLUTIONS DIAGNOSTICS

By: _____
Name: James Reid-Anderson
Title: President and Chief Executive Officer

By: J. Schmitz
Name: Jochen Schmitz
Title: Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

DADE BEHRING INC.

By: _____
Name: Lance C. Balk
Title: Senior Vice President

By: _____
Name: John M. Duffey
Title: Chief Financial Officer


**SIEMENS MEDICAL SOLUTIONS
DIAGNOSTICS**

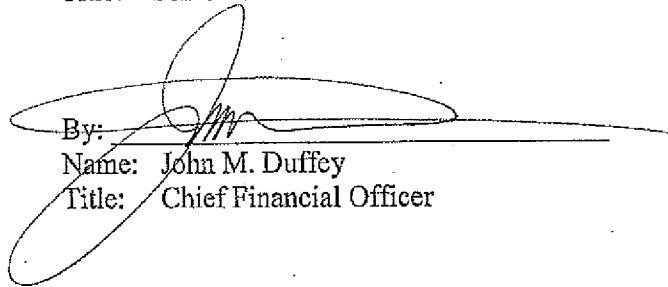
By: _____
Name: James Reid Anderson
Title: President and Chief Executive Officer

By: _____
Name: Jochen Schmitz
Title: Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

DADE BEHRING INC.

By: 
Name: Lance C. Balk
Title: Senior Vice President

By: 
Name: John M. Duffey
Title: Chief Financial Officer

**SIEMENS MEDICAL SOLUTIONS
DIAGNOSTICS**

By: _____
Name: James Reid-Anderson
Title: President and Chief Executive Officer

By: _____
Name: Jochen Schmitz
Title: Chief Financial Officer and Treasurer

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

James Reid-Anderson and Jochen Schmitz certify that:

1 They are the President and Chief Executive Officer and Chief Financial Officer and Treasurer, respectively, of Siemens Medical Solutions Diagnostics, a California corporation.

2 The Agreement of Merger in the form attached as Exhibit A was duly approved by the Board of Directors and the sole stockholder of the corporation.

3 There is one class of shares of capital stock outstanding, consisting of common stock. The number of shares of common stock outstanding that is entitled to vote on the merger is 100 (one-hundred). The stockholder approval was by the holder of 100% of the outstanding shares of the common stock of the corporation.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge:

Date: December 21 2007

By: _____
Name: James Reid-Anderson
Title: President and Chief Executive Officer

By: J. Schmitz
Name: Jochen Schmitz
Title: Chief Financial Officer and Treasurer

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

James Reid-Anderson and Jochen Schmitz certify that:


1 They are the President and Chief Executive Officer and Chief Financial Officer and Treasurer, respectively, of Siemens Medical Solutions Diagnostics, a California corporation.

2 The Agreement of Merger in the form attached as Exhibit A was duly approved by the Board of Directors and the sole stockholder of the corporation.

3 There is one class of shares of capital stock outstanding, consisting of common stock. The number of shares of common stock outstanding that is entitled to vote on the merger is 100 (one-hundred). The stockholder approval was by the holder of 100% of the outstanding shares of the common stock of the corporation.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 21 2007


By: _____
Name: James Reid-Anderson
Title: President and Chief Executive Officer

By: _____
Name: Jochen Schmitz
Title: Chief Financial Officer and Treasurer