

08-28-1998



100809720

MRD 8-25-98

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

08/27/1998 DMSUYEN 00000072 74713788

FOR OFFICE USE ONLY

11 FC:481  
12 FC:482

40.00 OP  
200.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1775 FRAME: 0220

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

(650) 325-8666

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="74/713788"/>	<input type="text" value="75/492730"/>	<input type="text" value="75/492729"/>	<input type="text" value="1,219,532"/>	<input type="text" value="1,229,499"/>	<input type="text" value="1,221,539"/>
<input type="text" value="75/492728"/>	<input type="text" value="75/492727"/>	<input type="text" value="75/492726"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jill E. Fishbein

Name of Person Signing



Signature

August 20, 1998

Date Signed

RECORDATION COVER SHEET

TRADEMARKS ONLY

ATTACHMENT

Conveying Party:

Name: Gesco International, Inc.  
Corporation

Citizenship/State of Incorporation/Organization: Utah



V. Related Rights

All rights and causes of action to enforce the rights associated with each item of ASSIGNED SUBJECT MATTER in all countries, including all rights to claim and recover damages and compensation for past or continuing infringements of or violation of rights to any item of ASSIGNED SUBJECT MATTER in all relevant jurisdictions.

NOW, THEREFORE, as part of the transfer of all business to which the ASSIGNED SUBJECT MATTER is related, and for good and valuable consideration, the receipt of which from ASSIGNEE is hereby acknowledged, ASSIGNORS do hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to each and every item of said ASSIGNED SUBJECT MATTER.


ASSIGNORS hereby covenant that ASSIGNORS have full right to convey the entire interest herein assigned and that ASSIGNORS have not executed and will not execute any agreement in conflict herewith.

ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue the ASSIGNED SUBJECT MATTER to the ASSIGNEE, its successors and assigns, in accordance with the terms of this instrument.

ASSIGNORS further agrees that they will communicate to ASSIGNEE any facts known to ASSIGNORS respecting the ASSIGNED SUBJECT MATTER, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid ASSIGNEE to perfect title to, and obtain and enforce in all countries the properties and rights which comprise the ASSIGNED SUBJECT MATTER.

IN TESTIMONY WHEREOF, ASSIGNORS have executed this Assignment as of July 29, 1998.

ASSIGNOR: BARD ACCESS SYSTEMS, INC.

By:   
Name: Guy J. Jordan  
Title: Vice President

ASSIGNOR: GESCO INTERNATIONAL, INC.

By: 

Name: Guy J. Jordan

Title: Vice President

Accepted as of July 29<sup>th</sup> 1998.

ASSIGNEE: UTAH MEDICAL PRODUCTS, INC.

By: 

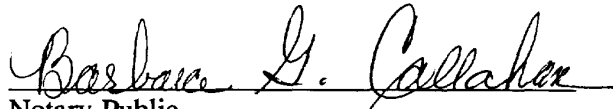
Name: KEVIN L. CORNWELL

Title: CHAIRMAN + CEO

STATE OF New Jersey )  
 ) SS.  
COUNTY OF Union )

On August 17, 1998, before me Barbara G. Callahan Notary Public, personally appeared Guy J. Jordan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in authorized capacity, and that by his/~~her~~ signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

[Notarial Seal]

  
Notary Public

COMMISSION EXPIRES:

**BARBARA G. CALLAHAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires May 27, 2003

Assignment  
(Intellectual Property)  
Page 4

STATE OF New Jersey )  
 ) SS.  
COUNTY OF Union )

On August 17, 1998, before me Barbara G. Callahan Notary Public, personally appeared Guy J. Jordan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in authorized capacity, and that by his/~~her~~ signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

[Notarial Seal]

Barbara G. Callahan  
Notary Public  
COMMISSION EXPIRES

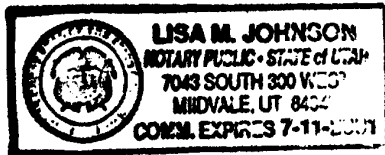
**BARBARA G. CALLAHAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires May 27, 2003

STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On AUGUST 10, 1998, before me LISA M. JOHNSON Notary Public, personally appeared KEVIN L. CORNWELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

[Notarial Seal]

Lisa M. Johnson  
Notary Public  
COMMISSION EXPIRES: 7-11-2001



Assignment  
(Intellectual Property)

**SCHEDULE A**  
**("Patents")**

Palanate™ product - Infant Palate Protective Prosthesis - US patent #5,195,513 - Sinko, *et. al*, issued March 23, 1993; expires July 2, 2012.

Hemo-Nate® product - Method and Apparatus for Micro filtration of Blood - US Patent #4,453,927 - Sinnko, issued June 12, 1984; expires June 12, 2001.

JEF0148.WPD;1

TRADEMARK  
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**SCHEDULE B**  
**("Marks")**

Registered Trademarks

Clear-Flow®	US Reg 1,219,532, 12/7/82 for stop-cocks for use with blood transfusion apparatus; renewed in 1992 for 10 years. Texas Reg. 38996 7/22/81 for stop-cocks for use with blood transfusion apparatus; renewed in 1991 for 10 years.
Hemo-Nate®	US Reg 1,229,499, 3/8/83 for blood filters and blood infusion sets. Texas Reg. 38994, 7/22/81 for blood filters and transfusion kits - renewed in 1991 for 10 years.
Hemo-Tap®	US Reg 1,221,539, 12/28/92 for blood bag spikes; renewed 1993 for 10 years. Texas Reg. 38993, 7/22/81 for blood bag spikes; renewed 1993 for 10 years.
Umbili-Cath®	Texas Reg. 38995, 7/22/81 for catheter, renewed in 1991 for 10 years.
Stork Design®	Texas Reg. 38994, 7/22/81 for design used in description of blood filters and catheters; renewed in 1991 for 10 years.

Trademarks

Dialy-Nate	US Trademark Application No. 75/492730 filed 5/29/98
Nutri-Cath	US Trademark Application No. 75/492729 filed 5/29/98
Thora-Cath	US Trademark Application No. 75/492728 filed 5/29/98
Uri-Cath	US Trademark Application No. 75/492727 filed 5/29/98
Myelo-Nate	US Trademark Application No. 75/492726 filed 5/29/98
Pala-Nate™	US Trademark Application No. 74/713788 filed 8/10/95 for infant palate protective prosthesis

Assignment  
(Intellectual Property)

**SCHEDULE C**  
**("Copyrights")**

See Section 1.2 and 5.11 of the Asset Purchase Agreement entered into among Assignors and Assignee as of July 29, 1998.

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Assignment  
(Intellectual Property)

**SCHEDULE D**  
**("Confidential Information")**

See Sections 1.2 and 2.3 of the Asset Purchase Agreement entered into among Assignors and Assignee as of July 29, 1998.

JEF0148.WPD;1

RECORDED: 08/25/1998

TRADEMARK  
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