

RECOF

12-22-1998



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

IVACP-48795/48796/  
48797/48798

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Patient Solutions, Inc. **MRD**  
**11.23.98**

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: \_\_\_\_\_  
 Internal Address: ALARIS Medical Systems, Inc.  
 Street Address: 10221 Wateridge Circle, Bldg. A  
 City San Diego, State CA ZIP 92121

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

11-23-1998  
 U.S. Patent & TMO/TM Mail Rcpt Dt. #11

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: May 18, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)  
75/093,859

B. Trademark Registration No.(s)  
1,812,828 1,842,315  
1,815,391

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Muriel C. Haritchabalet, Esq.  
 Internal Address: \_\_\_\_\_  
FULWIDER PATTON LEE & UTECHT, LLP  
 Street Address: 10877 Wilshire Boulevard  
10th Floor  
 City: Los Angeles, State: CA ZIP 90024

6. Total No. of applications and registrations involved 4

7. Total fee (37 CFR 3.41):.....\$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account  
 Any deficiencies in enclosed fees

8. Deposit account number: 06-2425

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Muriel C. Haritchabalet, Esq. Muriel C. Haritchabalet 11.11.98  
 Name of Person Signing Signature Date

**ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS**

WHEREAS, Patient Solutions, Inc. d/b/a Invacare Infusion Systems, a Delaware corporation ("Assignor"), is the owner of the United States patents and patent applications attached to the Purchase Agreement (defined below) as Schedule 3.14 (the "Patents and Patent Applications").

WHEREAS, ALARIS Medical Systems, Inc. ("Assignee"), a Delaware corporation, having its principal place of business at 10221 Wateridge Circle, Building A, San Diego, CA 92121, is desirous of acquiring the entire and exclusive right, title and interest in and to the said inventions in the United States and throughout the world, and in and to any Letters Patent which may be granted and issued therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to an Agreement to Purchase Selected Assets between Assignor and Assignee dated May \_\_, 1998 (the "Purchase Agreement"), the parties hereto hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest throughout the world in and to said Patents and Patent Applications, the underlying inventions described therein, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues and renewals thereof, or other equivalents thereof (collectively, the "Assigned Patents and Patent Applications"), and further, all rights and privileges pertaining to the Assigned Patents and Patent Applications including without limitation the right, if any, to sue or bring other actions for past, present and future infringement thereof.
2. **Further Assignment.** Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and said Patent Applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.
3. **Authorization of Patent and Trademark Office to Record.** Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
4. **Further Assurances.** Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Patents and Patent Applications and any improvements thereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 1998.

"ASSIGNOR"

PATIENT SOLUTIONS, INC., D/B/A INVACARE  
INFUSION SYSTEMS, a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

"ASSIGNEE"

ALARIS MEDICAL SYSTEMS, INC., a Delaware  
corporation

By:  \_\_\_\_\_

Its: VICE PRESIDENT \_\_\_\_\_

Assignor hereby releases and forever quitclaims to Assignee all of its right, title and interest in and to the Assigned Patents and Patent Applications.

"ASSIGNOR"

PATIENT SOLUTIONS, INC., D/B/A INVACARE  
INFUSION SYSTEMS, a Delaware corporation

By: \_\_\_\_\_

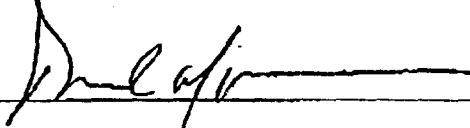
Its: \_\_\_\_\_

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS  
AND PATENT APPLICATIONS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 1998.

"ASSIGNOR"

PATIENT SOLUTIONS, INC., D/B/A INVACARE  
INFUSION SYSTEMS, a Delaware corporation

By:   
Its: Secretary/Treasurer

"ASSIGNEE"

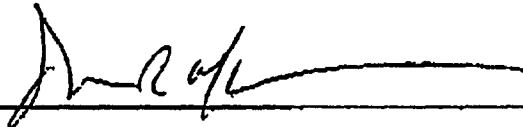
ALARIS MEDICAL SYSTEMS, INC., a Delaware  
corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Assignor hereby releases and forever quitclaims to Assignee all of its right, title and interest in and to the Assigned Patents and Patent Applications.

"ASSIGNOR"

PATIENT SOLUTIONS, INC., D/B/A INVACARE  
INFUSION SYSTEMS, a Delaware corporation

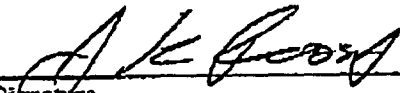
By:   
Its: Secretary/Treasurer

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS  
AND PATENT APPLICATIONS]

STATE OF OHIO )  
 ) ss  
COUNTY OF CUYAHOGA )

On May 18, 1998, before me, James K. Roosa, Notary Public, personally appeared Thomas Miklich, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature

JAMES K. ROOSA, Attorney At Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.09 R. C.

[SEAL]

001101W28094495.01

SCHEDULE 3.14

**INTANGIBLE PROPERTY RIGHTS**

See attached schedule for patents.

**Registered Trademarks**

	<u>Reg. No.</u>	<u>Reg. Date</u>	
Medmate	1812828	12/21/1993	Word Only
Patient Solutions, Inc.	1815391	01/04/1994	Word & illustration
Medshell	1842315	06/28/1994	Word Only

**Pending Trademarks**

	<u>Serial No.</u>	<u>Date Filed</u>	
Genie	75-093859	04/25/1997	Word Only

**License Agreements**

Block Medical Inc. settlement and license agreement dated March 26, 1996