

07-26-1999

FORM PTO-1584 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 6/94)  
Copyright 1994-97 LegalStar  
TMOS/REV03

*Result*  
*4.21.99*



101081905

HEET

ILY

Docket No.:

Doc. ID No. 101037909

Tab settings →

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

1. Name of conveying party(ies):

**Baxter International, Inc.**

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **March 31, 1999**

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

Name: **AutoMed Technologies, Inc.**

Internal Address:

Street Address: **900 Asbury Drive**

City: **Buffalo Grove** State: **IL** ZIP: **60069**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **Delaware**

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations 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)

**75/552,406**

B. Trademark Registration No.(s)

**1,970,530**  
**2,030,836**  
**2,129,315**

Additional numbers attached?  Yes  No

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

Name: **John E. Munger**

Internal Address: **Jansson, Shupe, Bridge & Munger, Ltd.**

Street Address: **245 Main Street, Suite M**

City: **Racine** State: **WI** ZIP: **53403**

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):.....\$ **\$160.00 E**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**10-0270 (Deficiency Only)**

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.

**Peter C. Stomma**

Name of Person Signing

Signature

**July 22, 1999**

Date

TRADEMARK

REEL: 001902 FRAME: 0075

## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** is entered into this 31st day of March, 1999, by and between **BAXTER INTERNATIONAL INC.**, a Delaware corporation, ("Assignor") and **AUTOMED TECHNOLOGIES, INC.**, a Delaware corporation ("Assignee").

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title and interest in and to those certain United States and foreign trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein (collectively, the "Trademarks");

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of December 21, 1998, as amended by the First Amendment thereto dated March 31, 1999 (the "Agreement") by and between Assignee and Baxter Healthcare Corporation ("Baxter"), Baxter has agreed to cause the Patents to be transferred and assigned from Assignor to Assignee; and

**WHEREAS**, pursuant to the Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Trademarks and Assignee is desirous of acquiring the same.

**NOW, THEREFORE**, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Trademarks worldwide, together with the good will of the business symbolized by and associated with the Trademarks, the right to sue for past infringement thereof and the registrations and applications for registration therefor.

\* \* \* \*

[remainder of page intentionally left blank]

Mar-31-99 08:39A John F. Gaither, Jr.  
MAR 31 '99 9:31 FROM

847-615-9682  
TO 96159682

P.06  
PAGE.006/008

IN WITNESS WHEREOF Assignor and Assignee have executed this assignment as of the date first written above.

Baxter International Inc.

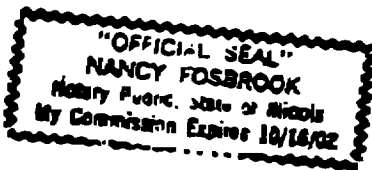
AutoMed Technologies, Inc.

By: [Signature]  
Title: Vice President  
Date: 3/31/99

By: [Signature]  
Title: Secretary  
Date: 3/31/99

State of Illinois )  
County of Lake )

On this 31<sup>st</sup> day of March, 1999 before me appeared John Gaither, the person who signed this instrument on behalf of Baxter International Inc. who acknowledged that he/she signed it on behalf of the identified corporation as Vice President of the identified corporation and pursuant to authority duly received.



Nancy Fosbrook  
Notary Public

**SCHEDULE A**

**Unregistered Marks**

ATC  
ATC 212  
ATC PROFILE  
OPTIFILL II

**Applications**

EC Application for "OPTIFILL" in Class 10 No. 70656  
U.S. Application for "OPTIFILL" in Class 9 No. 75/550,913  
U.S. Application for "QUICKSCRIPT" in Class 9 No. 75/552,406

**U.S. Registered Trademarks**

Reg. No. 1,970,530  
Reg. No. 2,030,836  
Reg. No. 2,129,315