

08-24-2000



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REGISTRATION 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
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
7/29/98

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name C. R. Bard, Inc.

12/7/99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization New Jersey

Receiving Party

Mark if additional names of receiving parties attached

Name Utah Medical Products, Inc.

DBA/AKATA _____

Composed of _____

Address (line 1) 7043 South 300 West

Address (line 2) _____

Address (line 3) Midvale UT 84047

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 Utah

08/25/2000 DNGUYEN 00000041 75492726

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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

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

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)

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

8/23/00

Date Signed

ASSIGNMENT NUNC PRO TUNC

WHEREAS, C. R. Bard, Inc., a New Jersey corporation, located and doing business at 730 Central Avenue, Murray Hill, New Jersey 07974 owned the trademark applications for the marks identified in Schedule A attached hereto, along with the portion of the business to which the marks pertain and goodwill associated therewith; and

WHEREAS, Utah Medical Products, Inc., a Utah corporation, located and doing business at 7043 South 300 West, Midvale, Utah, was desirous of acquiring said marks and applications, along with the portion of the business to which the marks pertain and goodwill associated therewith; and

WHEREAS, on July 29, ~~1999~~ ¹⁹⁹⁸ C. R. Bard, Inc. did assign to Utah Medical Products, Inc. all rights, title and interest in and to the marks and the applications along with the portion of the business to which the marks pertain and and goodwill associated therewith.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto re-affirm and re-ratify the Assignment of the marks and applications identified in Schedule A attached hereto, along with the portion of the business to which the marks pertain and the goodwill associated therewith, *nunc pro tunc* as of July 29, ~~1999~~ ¹⁹⁹⁸

C. R. Bard, Inc. does hereby further confirm that it sold, assigned and transferred to Utah Medical Products, Inc. all rights and causes of action to enforce the rights associated with each mark in all countries where C. R. Bard, Inc. has rights, including all rights to claim and recover damages and compensation for past or continuing infringements of or in violation of rights to said marks in all relevant jurisdictions.

C. R. Bard, Inc. further agrees that it will communicate to Utah Medical Products, Inc. any facts known to C. R. Bard, Inc. respecting said assigned marks, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid Utah Medical Products, Inc. to perfect title to, and obtain and enforce in all countries the properties and rights held by C. R. Bard, Inc. with respect to said marks.

IN TESTIMONY WHEREOF, the parties have executed this Assignment Nunc Pro Tunc:

C.R. BARD, INC.

UTAH MEDICAL PRODUCTS, INC.

Jean F. Miller
Signature

Kevin L. Cornwell
Signature

Jean F. Miller, Assistant Secretary
Name/Title

KEVIN L. CORNWELL
CEO
Name/Title

December 7, 1999
Date

5-24-00
Date

**SCHEDULE A
TO ASSIGNMENT NUNC PRO TUNC**

List of Marks

MARK	SERIAL NO.	FILE DATE	REG. NO.	REG. DATE
MYELO-NATE	75/492,726	05/29/98		
NUTRI-CATH	75/392,729	05/29/98	2,277,697	9/14/99
DIALY-NATE	75/492,730	05/29/98		

ASSIGNMENT
(Intellectual Property)

ASSIGNORS: **BARD ACCESS SYSTEMS, INC.,**
 (Utah corporation)
 5425 W. Amelia Earhart Drive
 Salt Lake City, UT 84116

GESCO INTERNATIONAL, INC.,
 (Massachusetts corporation)
 5714 Epsilon Drive
 San Antonio, TX 78249

ASSIGNEE: **UTAH MEDICAL PRODUCTS, INC.**
 (Utah Corporation)
 7043 South 300 West
 Midvale, Utah 84047

ASSIGNED SUBJECT MATTER (Identified as Items I - V below):

All **ASSIGNORS'** right, title, or interest in the "Patents" (hereinafter defined), all "Marks" (hereinafter defined), all "Copyrights" (hereinafter defined), all "Confidential Information" (hereinafter defined), and all "Related Rights" (hereinafter defined).

I. "Patents" is defined to include all concepts, ideas, designs, inventions (whether patentable or not), techniques, all U.S. and foreign patent applications, and all U.S. and foreign patents in and to the items listed in Schedule A.

II. "Marks" is defined to include all words, names, logos, symbols, trade names, source indicating indicia, trade dress, trademarks, marks, U.S. and foreign applications to register marks, and U.S. and foreign registrations in and to the items in Schedule B.

III. "Copyrights" is defined to include all copyrights, U.S. and foreign, whether registered or not, as set forth in Schedule C.

IV. "Confidential Information" is defined to include confidential information, financial information, member lists and information, marketing information, financial and technical trade secrets, techniques, processes, and know-how, as set forth in Schedule D.

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TRADEMARK
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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 29th 1998.

ASSIGNEE: UTAH MEDICAL PRODUCTS, INC.

By: 

Name: KEVIN L. CORNWELL

Title: CHAIRMAN + CEO

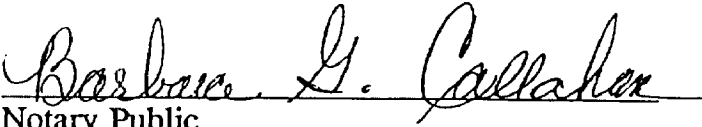
STATE OF New Jersey)

) 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

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

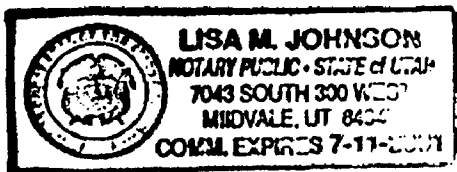
BARBARA G. CALLAHAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 27, 2003

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.

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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

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.

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.

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