

12/19/02

12-12-2002

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RE

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Pat

102309938

ed original documents or copy thereof.

1. Name of conveying party(ies):

LH Medical Products, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State ☐
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **November 10, 2002**

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

Name: **Novartis Nutrition Corporation**

Internal Address: _____

Street Address: **1600 Utica Avenue, S.Suite 600**City: **St. Louis** State: **MN** Zip: **55416**

- ☐ 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 patent number(s):

A. Trademark Application No.(s)

76/394138

B. Trademark Registration No.(s)

2532797

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Mary F. Leheny**Internal Address: **Patent and Trademark
Department**6. Total number of applications and registrations involved: **2**7. Total fee (37 CFR 3.41)\$ **65.00**

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0430

(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.***Mary F. Leheny**

Name of Person Signing

Signature

November 27, 2002

Date

Total number of pages including cover sheet, attachments, and document: **5**

12/11/2002 DBYRNE 00000244 500430 76394138

01 FC:8521
02 FC:8522Street Address:
40.00 CH
25.00 CH

564 Morris Avenue

City: **Summit** State: **NJ** Zip: **07901-1027**

NOV-13-2002 11:13

NOVARTIS MKTG.

ASSIGNMENT AGREEMENT

This Assignment Agreement, dated as of November 10th, 2002, between LH Medical Products, Inc. 301 East Arrow Highway, Suite 104, San Dimas, CA 91773, (hereinafter, "LH Medical") and Novartis Nutrition Corporation, 1600 Utica Avenue, S. Suite 600, St. Louis Park, MN 55416 (hereinafter, "Novartis Nutrition").

WHEREAS, Novartis Nutrition and LH Medical engaged in discussions regarding a possible licensing and supply arrangement that contemplated LH Medical granting to Novartis Nutrition exclusive worldwide rights to LH Medical's in-line "Y" adapter feeding sets known as the YES sets ("YES sets");

WHEREAS, the parties did not consummate the aforementioned contemplated transaction, and have agreed instead that LH Medical shall sell and assign to Novartis Nutrition, and Novartis Nutrition shall purchase and accept assignment from LH Medical, all of LH Medical's rights, title and interest in (a) the Patents (as defined below) and (b) the Trademarks (as defined below);

WHEREAS, LH Medical is the assignee and legal owner of the entire right, title and interest in United States Patent No. 6,332,467, entitled "Feeding tube spike set with integrated y-port" and United States Patent No. Des. 448,848, entitled "Feeding tube spike set with integrated y-port" (collectively, the "Patents"); and

WHEREAS, LH Medical is the owner of the entire, right, title and interest in and to the YES SET (U.S. Application S.N. 76/394138) and LH MEDICAL PRODUCTS YES SET (U.S. Reg. No. 2532797) trademarks, including registrations and applications therefor, (collectively, the "Trademarks");

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth herein; LH Medical and Novartis Nutrition hereby agree as follows:

1. LH Medical hereby assigns to Novartis Nutrition and its successors and assigns its entire right, title and interest in (a) the Patents, (b) any and all applications for reissues of said Patents, (c) any and all reissues of said Patents that may be issued and/or granted, (d) any and all applications for extensions of said Patents (including reissue patents) and for reexamination certificates for said Patents (including reissue patents), (e) any and all extensions of said Patents (including reissue patents) that may be issued and/or granted and reexamination certificates that may be issued for said Patents (including reissue patents); including the right to bring suit and to obtain damages for past infringement, said right, title and interest conveyed herein by LH Medical to Novartis Nutrition constituting the entire right, title and interest in said applications, patents (including reissue patents), extensions and reexamination certificates and (f) any foreign patent, patent applications, and foreign equivalents of the foregoing.

2. LH Medical does hereby sell, transfer, convey and assign unto Novartis Nutrition LH Medical's entire right, title and interest in and to the Trademarks which are owned by LH Medical throughout the world, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registrations and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, and all convention and treaty rights based on the Trademarks, to be held and enjoyed by Novartis Nutrition for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used fully and entirely as said rights would have held and enjoyed by LH Medical had this assignment and sale

not been made, together with all claims for damages by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives. LH Medical agrees that neither it nor any of its successors, assigns or other legal representatives will use or apply for any trademarks containing the words "YES SET" in either singular or plural form.

3. In consideration of LH Medical's assignment of the Patents and Trademarks pursuant to the terms of this Agreement, Novartis Nutrition shall pay to LH Medical (the "Purchase Price") within twenty (20) business days after execution of this Agreement by the parties.

4. In further consideration for LH Medical's sale and assignment of the Patents and Trademarks pursuant to this Agreement, Novartis Nutrition agrees to release LH Medical from any and all claims that it has against LH Medical as of the date of execution of this Agreement, whether known or unknown, relating to the YES sets, the contemplated transaction discussed above and/or the related discussions. In further consideration for Novartis Nutrition's payment of the Purchase Price and acceptance of the assignment of the Patents and Trademarks pursuant to this Agreement, LH Medical agrees to release Novartis Nutrition from any and all claims that it has against Novartis Nutrition as of the date of execution of this Agreement, whether known or unknown, relating to the YES sets, the contemplated transaction discussed above and/or the related discussions.

5. No provision of this Agreement may be amended or modified other than by a written document signed by authorized representatives of both parties.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to contracts executed in and to be performed entirely within that State.

7. This Agreement sets forth the entire agreement and understanding of the parties as to the subject matter hereof and supersedes all agreements, proposals, oral or written, and all other communications between the parties with respect to such subject matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized officers.

NOVARTIS NUTRITION CORPORATION

LH MEDICAL PRODUCTS, INC.

By: [Signature]
Name: JEAN (JE) HERON
Title: _____

By: [Signature]
By: LEONARD HOFFSTETTER
Title: PRESIDENT

[Signature]