

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

C.R. Bard, Inc.

- Individual(s)
- General Partnership
- Corporation-State-New Jersey
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) January 6, 2005

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: InfuMedics, Inc.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 141 Washington Street

City: East Walpole

State: MA

Country: USA Zip: 02032

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

76/413,639  
76/307,114

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Nields & Lemack

Internal Address: \_\_\_\_\_

Street Address: 176 E. Main Street  
Suite 7

City: Westboro

State: MA Zip: 01581

Phone Number: 508-898-1818

Fax Number: 508-898-2020

Email Address: NLDlaw@aol.com

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

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 14-0930

Authorized User Name Kevin S. Lemack

**9. Signature:**

Kevin S. Lemack

Signature

January 18, 2005

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700146482

TRADEMARK  
REEL: 003015 FRAME: 0401

CH \$80.00 140930 76413639

**TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT, effective as of the 10th day of  
January, 2005, is made by C.R. Bard, Inc., a corporation  
organized under the laws of the New Jersey, having a place of  
business at 730 Central Avenue, Murray Hill, New Jersey 07974,  
United States of America (hereinafter "Assignor") to InfuMedics,  
Inc., a Delaware corporation, having a place of business at 141  
Washington Street, East Walpole, Massachusetts 02032, United  
States of America (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the trademarks and  
applications for registration of trademarks in the United States  
of America and countries foreign thereto described in detail on  
the Schedule attached hereto (the "Trademark Rights"); and

WHEREAS, Assignee wishes to acquire from Assignor all of  
Assignor's right, title and interest in the Trademark Rights, and  
the goodwill of the businesses associated therewith.

NOW, THEREFORE, for good and valuable consideration, the  
receipt of which is hereby acknowledged, Assignor has sold,  
assigned, transferred and conveyed, and does hereby sell, assign,  
transfer and convey to Assignee, Assignor's entire right, title and  
interest in and to the Trademark Rights, together with the  
goodwill of the businesses associated therewith, the same to be  
held and enjoyed by Assignee for its own use and enjoyment, and  
for the use and enjoyment of its successors and assigns, as fully  
and entirely as the same would have been held and enjoyed by

Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Trademark Rights, with the right to sue for, and collect the same for its own use and benefit and for the use and benefit of its successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed this instrument on the date first above written.

C. R. Bard, Inc.

By: Jan F. Miller  
Jan F. Miller, Assistant Secretary

Sworn and subscribed to before me  
this 6<sup>th</sup> day of January,  
2005

Catherine Cloyd  
Notary Public

My Commission Expires:

**CATHERINE CLOYD**  
A Notary Public of New Jersey  
My Commission Expires September 8, 2005

**SCHEDULE**

**SERIAL NO.**

**FILING DATE**

**TRADEMARK**

76/413,639  
76/307,114

May 30, 2002  
August 31, 2001

PROMETRA  
FLUENT