

06-05-1998



100729061

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): Strato/Infusaid, Inc. 1400 Providence Highway Norwood, MA 02062 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>Programmable Pump Technologies, Inc.</u> Internal Address: _____ Street Address: <u>235 East 42nd Street</u> City: <u>New York</u> State <u>NY</u> ZIP <u>10017</u> Additional name(s) & address attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>June 18, 1997</u>	4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>08/868,389 (Division of 08/475,773)</u> <u>Schedule B attached</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Mark G. Lappin</u> Internal Address: _____ <u>06/03/1998 DC00ATES 00000101 08868389</u> <u>01 FC:581 40.00 DP</u> Street Address: <u>LAPPIN & KUSMER LLP</u> <u>200 State Street</u> City: <u>Boston</u> State <u>MA</u> ZIP <u>02109</u>	6. Total number of applications and registrations involved 1 7. Total fee (37 CFR 3.41)..... <u>\$40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account Number: _____ (Attach duplicate copy of this page if paying by deposit account)
DO NOT USE THIS SPACE	
9. Statement and signature: <i>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.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Mark G. Lappin, Reg. No. 26,618</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;"> Signature </div> <div style="width: 30%; text-align: right;"> <u>May 19, 1998</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and document 8 </div>	

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments
 Washington, D.C. 20231

PATENT

T:\PATENTS\1595.PTO

REEL: 9205 FRAME: 0949

PATENT ASSIGNMENT

WHEREAS, STRATO/INFUSAID Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts having an office and place of business at 1400 Providence Highway, Norwood, Massachusetts 02062 (hereinafter referred to as the "ASSIGNOR"), is the recorded owner of all rights in certain United States Letters patent(s) and application(s) and foreign patents and applications which are described in detail in Schedule(s) A, B, C and D incorporated in this assignment; and

WHEREAS, Programmable Pump Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware having an office and place of business at 235 East 42nd Street, New York, New York 10017 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title, and interest in, to and under the aforesaid patent(s) and application(s):

1. NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over unto the said ASSIGNEE, all of the above patent(s) and application(s) more fully described in the aforesaid schedules, for its own use and benefit, and for the use and benefit of its successors, legal representatives, and assigns:

- (a) The entire right, title, and interest in and to the United States Letters Patents and applications owned by ASSIGNOR as listed in Schedules A and B annexed hereto and made a part hereof, and in and to the inventions disclosed therein,
- (b) The entire right, title, and interest in and to foreign patents and applications owned by ASSIGNOR as listed in Schedules C and D

annexed hereto and made a part hereof, and in and to the inventions disclosed therein,

2. Regarding the patents listed in Schedules A and C and applications for patents listed in Schedules B and D, said properties are to be held and enjoyed by said ASSIGNEE together with all reissues and extensions of the patents thereof and divisions, continuations and continuations-in-part of the applications thereof, and all patents of any country which may be granted thereon and reissues and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the existing patents or applications; together with the right to file such applications and the right to claim for the same priority rights derived from any previously filed applications under the Patent Laws of the United States or other countries under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, applications, utility models, inventors' certificates, and designs which may be granted for said patents, and all extensions, and reissues thereof; and together with all claims for damages by reason of past infringement of any issued Letters Patent, with the right to sue for, and collect the same in a court of competent jurisdiction;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY further covenants and agrees that it will do everything reasonably possible to aid the said ASSIGNEE, its successors, legal representatives, and assigns,

to obtain patents on said inventions in all countries.

AND ASSIGNOR FURTHER WARRANTS THAT:

it is the true and lawful recorded owner of all properties listed in Schedules A through D, and its directors, officers, or authorized agents will execute all assignments for recordation of the conveyances recited as being appropriate in various countries herein.

IN WITNESS WHEREOF, ASSIGNOR has caused these presents to be signed by its Officer thereunto duly authorized, and its corporate seal to be hereto affixed and attached by a duly authorized officer this 18th day of June, 1997.

By

Robert C. Ross
Name Robert C. Ross
Title Vice President

SEAL

State of New York)
County of New York) ss.:

On this 18th day of June, 1997, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert C. Ross, to me known and known to me the person of that name, Vice President of Stratofabrics Inc, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Catherine E. Darney
Notary Public

CATHERINE E. DARNEY
Notary Public, State of New York
No. 03-4981984
Qualified in Bronx County
Commission Expires May 20, 1999

SCHEDULE A

TITLE	PATENT NO.	EXPIRY DATE
Implantable Infusion Apparatus and Method	4 221 219	07/31/98
Programmable Implantable Infusate Pump	4 443 218	09/09/02
Variable Flow Implantable Infusion Apparatus	4 447 224	09/20/02
Infusate Pump	4 496 343	06/14/02
Passive Filling Device	4 697 622	10/06/04
Low Power Electromagnetic Valve	4 714 234	12/22/04
Positive Pressure Programmable Infusion Pump	4 714 462	02/03/06
Programmable Valve Pump	4 838 887	12/15/07
Constant Pressure Variable Flow Pump	4 931 050	04/13/08
Pump Diagnostic System	5 006 997	04/09/08
Programmable Valve Pump	5 049 141	04/25/10
Passive Shuttle Metering Device for Implantable Drug Delivery System	5 207 666	08/30/11
Accumulator for Implantable Pump	5 281 210	09/18/12
Low Power Electromagnetic Valve	5 368 274	09/17/12

109034 / 5/1 M 1000 ASSIGNED US PATENTS

SCHEDULE B

TITLE	SERIAL NO.	FILING DATE
Power Supply for Implantable Device	08/523083	09/01/95
Septumless Implantable Material Treatment Device	08/475773	06/07/95

109035 / S/I M 1000 ASSIGNED US APPLICATIONS

RECORDED: 05/19/1998

PATENT
REEL: 9205 FRAME: 0954