

08-21-1998



SHEET

100800067

To the Honorable Commissioner of Patents and Trademarks. Please record the attached 100800067 or copy thereof.

1. Name of conveying party(ies):

Patient Solutions, Inc. d/b/a  
Invacare Infusion Systems

*MED*  
*8-13-98*

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

Name: ALARIS MEDICAL SYSTEMS, INC.

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

Street Address: 10221 Wateridge Circle, Bldg. A

City: San Diego State: CA

Country: USA

Zip Code: 92121-7128

Additional name(s) & address(es) attached?  Yes  No

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

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: May 18, 1998

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the filing date of the application is:

A. Patent Application No.(s)

07/194,865

B. Patent No (s)

Additional numbers attached?  Yes  No

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

Name: John V. Hanley, Esq.

Internal Address: Fulwider Patton Lee & Utecht, LLP

Street Address: 10877 Wilshire Boulevard, 10th Floor

City: Los Angeles State: CA ZIP: 90024

6. Total No. of applications and patents involved 1

7. Total fee (37 CFR 3.41): ..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

Any deficiencies in enclosed fees

8. Deposit account number 06-2425

(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.

JOHN V. HANLEY

Name of Person Signing

*John V. Hanley*  
Signature

August 11, 1998

Date

Total number of pages comprising Assignment and cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

08/18/1998 DNGUYEN 00000080 07194865

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

08 FC:581

40.00 DP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS**

WHEREAS, Patient Solutions, Inc. d/b/a Invacare Infusion Systems, a Delaware corporation ("Assignor"), is the owner of the United States patents and patent applications attached to the Purchase Agreement (defined below) as Schedule 3.14 (the "Patents and Patent Applications").

WHEREAS, ALARIS Medical Systems, Inc. ("Assignee"), a Delaware corporation, having its principal place of business at 10221 Wateridge Circle, Building A, San Diego, CA 92121, is desirous of acquiring the entire and exclusive right, title and interest in and to the said inventions in the United States and throughout the world, and in and to any Letters Patent which may be granted and issued therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to an Agreement to Purchase Selected Assets between Assignor and Assignee dated May \_\_, 1998 (the "Purchase Agreement"), the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest throughout the world in and to said Patents and Patent Applications, the underlying inventions described therein, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues and renewals thereof, or other equivalents thereof (collectively, the "Assigned Patents and Patent Applications"), and further, all rights and privileges pertaining to the Assigned Patents and Patent Applications including without limitation the right, if any, to sue or bring other actions for past, present and future infringement thereof.

2. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and said Patent Applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. Authorization of Patent and Trademark Office to Record. Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. Further Assurances. Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Patents and Patent Applications and any improvements thereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 1998.

"ASSIGNOR"

PATIENT SOLUTIONS, INC., D/B/A INVACARE  
INFUSION SYSTEMS, a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

"ASSIGNEE"

ALARIS MEDICAL SYSTEMS, INC., a Delaware  
corporation

By:  \_\_\_\_\_

Its: VICE PRESIDENT \_\_\_\_\_

Assignor hereby releases and forever quitclaims to Assignee all of its right, title and interest in and to the Assigned Patents and Patent Applications.

"ASSIGNOR"

PATIENT SOLUTIONS, INC., D/B/A INVACARE  
INFUSION SYSTEMS, a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS  
AND PATENT APPLICATIONS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 1998.

"ASSIGNOR"

PATIENT SOLUTIONS, INC., D/B/A INVACARE  
INFUSION SYSTEMS, a Delaware corporation

By: 

Its: Secretary/Treasurer

"ASSIGNEE"

ALARIS MEDICAL SYSTEMS, INC., a Delaware  
corporation

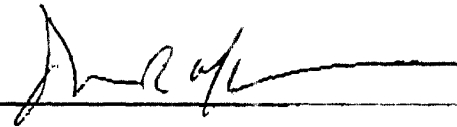
By: \_\_\_\_\_

Its: \_\_\_\_\_

Assignor hereby releases and forever quitclaims to Assignee all of its right, title and interest in and to the Assigned Patents and Patent Applications.

"ASSIGNOR"

PATIENT SOLUTIONS, INC., D/B/A INVACARE  
INFUSION SYSTEMS, a Delaware corporation

By: 

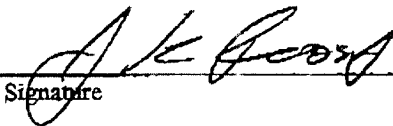
Its: Secretary/Treasurer

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS  
AND PATENT APPLICATIONS]

STATE OF OHIO )  
 ) ss  
COUNTY OF CUYAHOGA )

On May 18, 1998, before me, James K. Roosa, Notary Public, personally appeared Thomas Miklich, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature

[SEAL]

JAMES K. ROOSA, Attorney At Law  
George F. ... State of Ohio  
... has no expiration date.  
Section 147.03 R. C.

## SCHEDULE 3.14

**INTANGIBLE PROPERTY RIGHTS**

See attached schedule for patents.

**Registered Trademarks**

	<u>Reg. No.</u>	<u>Reg. Date</u>	
Medmate	1812828	12/21/1993	Word Only
Patient Solutions, Inc.	1815391	01/04/1994	Word & illustration
Medshell	1842315	06/28/1994	Word Only

**Pending Trademarks**

	<u>Serial No.</u>	<u>Date Filed</u>	
Genie	75-093859	04/25/1997	Word Only

**License Agreements**

Block Medical Inc. settlement and license agreement dated March 26, 1996

STATUS REPORT FOR DOAVI - PATENTS

Case Number	Title of Invention	Country	Status	App. Location Number	Filing Date	Patent Number	Issue Date
DOAVI.01A	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/194865	05/17/88	5074755	12/24/91
DOAVI.01B	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/426988	10/25/89	5246347	09/21/93
DOAVI.01C	INFUSION DEVICE WITH OCCLUSION SENSING	USA	ABANDONED				
DOAVI.01H	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/427174	10/25/89	5017059	05/21/91
DOAVI.01IC	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	REFILED				
DOAVI.01IC	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/661806	02/26/91	5320502	06/14/94
DOAVI.01IC	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	08/126456	09/23/93	5320500	06/14/94
DOAVI.01IC	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	PENDING	08/388679	02/14/95		
DOAVI.1000CPI	METHOD OF MEASURING AN OCCLUSION IN AN INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	08/473412	06/06/95	5584667	12/17/96
DOAVI.1001C	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	CAN	ISSUED	598427	05/02/89	1322924	10/12/93
DOAVI.101	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	PCT	CLOSED	PCTUS89/02131	05/17/89		11/05/94
DOAVI.101	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	NEWZL	ISSUED	228977	05/03/89	228977	
DOAVI.101	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	AUSAL	ISSUED	37600/89	05/17/89	630004	05/14/93
DOAVI.101	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	EPO	ISSUED	89908892.8	05/17/89	0418305	07/06/94
DOAVI.101	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	JAPAN	PENDING	506473/1989	05/17/89		
DOAVI.101	IMPROVEMENTS RELATING TO MEDICAL INFUSION USING DISPOSABLE ELEMENTS	NEWZL	ISSUED	239804	09/16/91	239804	11/16/94
DOAVI.101	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	PENDING	08/686757	07/25/96		
DOAVI.101	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	PCT	PENDING	PCTUS97/12645	07/18/97		
DOAVI.101	INFUSION DEVICE WITH AUDIBLE DATA OUTPUT	USA	PENDING	08/690164	07/26/96		
DOAVI.101	INFUSION DEVICE WITH AUDIBLE DATA OUTPUT	PCT	PENDING	PCTUS97/12642	07/18/97		