

08-21-1998



100798310

ER SHEET
Y

AUG 13 1998

To the Honorable Commissioner of Patents and Trademarks

ments or copy thereof.

1. Name of conveying party(ies):

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

8-13-98

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

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

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)

07/426,988

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

Signature

August 11, 1998
Date

Total number of pages comprising Assignment and cover sheet: 7

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

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

Do not detach this portion

08/18/1998 DNGUYEN 00000078 07426988

01 FC:581

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

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 date 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 Irvacare 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: _____

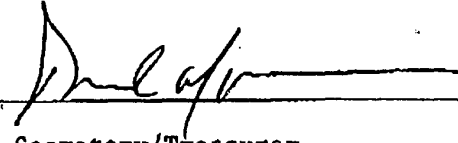
Its: _____

[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"

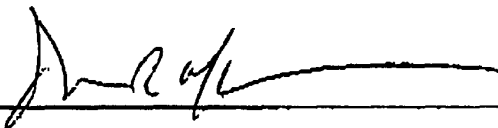
ALARIS MEDICAL SYSTEMS, INC., a Delaware
corporation

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

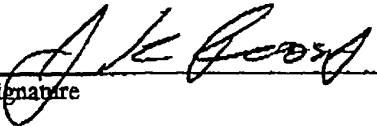
By: 
Its: Secretary/Treasurer

[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

JAMES K. ROOSA, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

[SEAL]

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 DDAV1 - PATENTS

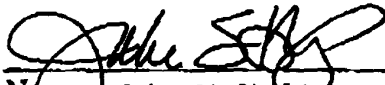
Case Number	Title of Invention	Country	Status	Application Number	Filing Date	Patent Number	Issue Date
DDAV1_01A	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/19/86	05/17/88	5074755	12/24/91
DDAV1_01S	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/19/86	10/25/89	5246347	09/21/93
DDAV1_01GCP1	INFUSION DEVICE WITH OCCLUSION SENSOR	USA	ABANDONED				
DDAV1_01H	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/14/74	10/25/89	5017059	05/21/91
DDAV1_01IC1	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	REFILED				
DDAV1_01IC3	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/66/80	02/26/91	5320502	06/14/94
DDAV1_01IC4	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	08/12/85	09/23/93	5320500	06/14/94
DDAV1_01IC6	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	PENDING	08/38/87	02/14/95		
DDAV1_01ICCP1	METHOD OF MEASURING AN OCCLUSION IN AN INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	08/14/73	06/06/95	5584667	12/17/96
DDAV1_01IC1C1	METHOD OF PROVIDING UNIFORM FLOW FROM AN INFUSION DEVICE	USA	ISSUED	08/14/73	05/02/89	1322924	10/12/93
DDAV1_01I	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	CAN	ISSUED	598427			
DDAV1_01I1	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	PCT	CLOSED	PCTUS89/02131	05/17/89	228977	10/30/94
DDAV1_01I2	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	HEVZL	ISSUED	228977	05/03/89	228977	
DDAV1_01I3	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	AUSAL	ISSUED	37600/89	05/17/89	630004	05/14/93
DDAV1_01I4	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	EPO	ISSUED	89906892.B	05/17/89	0418305	07/06/94
DDAV1_01I5	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	JAPAN	PENDING	506473/9889	05/17/89		
DDAV1_01I6	IMPROVEMENTS RELATING TO MEDICAL INFUSION USING DISPOSABLE ELEMENTS	HEVZL	ISSUED	239804	09/16/91	239804	11/16/94
DDAV1_01I5A	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	PENDING	08/68/87	07/25/96		
DDAV1_01I5PC	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	PCT	PENDING	PCTUS97/12645	07/18/97		
DDAV1_01I6A	INFUSION DEVICE WITH ADJUSTABLE DATA OUTPUT	USA	PENDING	08/69/86	07/26/96		
DDAV1_01I6PC	INFUSION DEVICE WITH ADJUSTABLE DATA OUTPUT	PCT	PENDING	PCTUS97/12642	07/18/97		

Serial No. 07/426,988

PATENT

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing therefrom.

Date: August 5, 1998

By: 
Name Jake St. Philip
Title Vice President & General Manager No. America
ALARIS Medical Systems, Inc.

ASSIGNMENT

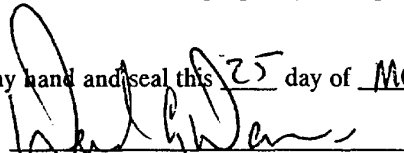
WHEREAS, I, David L. Davis, a United States citizen, residing at 9351 Black Hills Way, San Diego, CA 92129, have invented certain new and useful improvements in a INFUSION DEVICE WITH DISPOSABLE ELEMENTS for which I have executed an application for Letters Patent in the United States, Serial No. 07/426,988 filed on October 25, 1989;

AND WHEREAS, PATIENT SOLUTIONS, INC., a Delaware Corporation, with its principal place of business at 13220 Evening Creek Drive S., Suite 114, San Diego, CA 92128 desires to acquire the entire right, title, and interest in and to the said improvements and the said Application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said PATIENT SOLUTIONS, INC., its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said PATIENT SOLUTIONS, INC., its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to the said PATIENT SOLUTIONS, INC., its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said PATIENT SOLUTIONS, INC., its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 25 day of March 1993

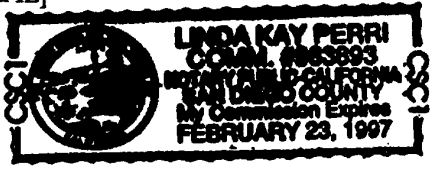

David L. Davis

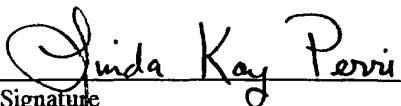
STATE OF CALIFORNIA))
)) ss.
COUNTY OF SAN DIEGO))

On MARCH 25 1993 before me, personally appeared David L. Davis 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 executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]




Signature
RECORDED
PATENT AND TRADEMARK
OFFICE

MAY 17 1993

PATENT

REEL: 9387 FRAME: 0406

REEL 6543 FRAME 697



40-581 D
RECORDATION FORM COVER SHEET
PATENTS ONLY

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereon.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

David L. Davis

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

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

Name: PATIENT SOLUTIONS, INC.

Internal Address: Suite 114

Street Address: 13220 Evening Creek Drive S.

City: San Diego State: CA ZIP: 92128

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance: 19

- (X) Assignment
- () Merger
- () Security Agreement
- () Change of Name
- () Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)

March 25, 1993

4. Identification of Application number(s) or Patent(s):

() Application(s) filed herewith Execution Date(s):

(X) Application Serial No.: 07/426,988
Filing Date: October 25, 1989

() Patent No.:
Issue Date:

Additional numbers attached? () Yes (X) No

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

Name: James B. Bear, Esq.
KNOBBE, MARTENS, OLSON & BEAR
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.: DDAVI.01G

7. Total fee (37 CFR 3.41): \$40

(X) Enclosed

() Authorized to be charged to deposit account

8. Deposit account number: 11-1410

(Attach duplicate copy of this page if paying by deposit account.)

6. Total number of applications and patents involved: 1

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.

James B. Bear
Name of Person Signing

Signature

May 12, 1993
Date

10. Total number of pages including cover sheet: 2 (Including Assignment in one page)

100 MG 06/04/93 07426988

1 581

40.00 CK

91677734

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

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

JBBjc

REEL 6543 FRAME 96

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[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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"ASSIGNOR"

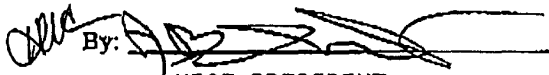
PATIENT SOLUTIONS, INC., D/B/A INVACARE
INFUSION SYSTEMS, a Delaware corporation

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.

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INFUSION SYSTEMS, a Delaware corporation

By: _____

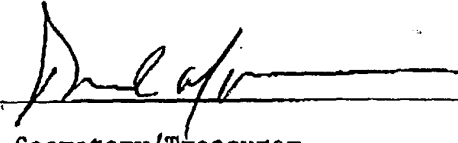
Its: _____

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS
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By: 
Its: Secretary/Treasurer

"ASSIGNEE"

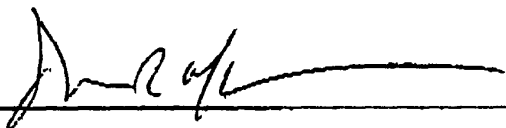
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corporation

By: _____
Its: _____

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INFUSION SYSTEMS, a Delaware corporation

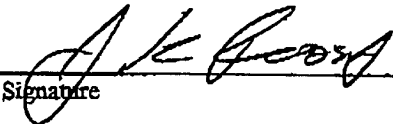
By: 
Its: Secretary/Treasurer

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS
AND PATENT APPLICATIONS]

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) 88

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

JAMES K. ROOSA, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.09 R. C.

[SEAL]

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 DDAMI - PATENTS

Case Number	Title of Invention	Country	Status	App(lication) Number	Filing Date	Patent Number	Issue Date
DDAMI_01A	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/194865	05/17/88	5074756	12/24/91
DDAMI_01S	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/428988	10/25/89	5246347	09/21/93
DDAMI_01GCP1	INFUSION DEVICE WITH OCCLUSION SENSING	USA	ABANDONED				
DDAMI_01H	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/427174	10/25/89	507059	05/21/91
DDAMI_001C1	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	REFILED				
DDAMI_001C3	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	07/651806	02/26/91	5320502	06/14/94
DDAMI_001C4	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	ISSUED	08/128656	09/23/93	5028510	06/14/94
DDAMI_100CP1	METHOD OF MEASURING AN OCCLUSION IN AN INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	PENDING	09/388679	02/14/95		
DDAMI_100C1C1	METHOD OF PROVIDING UNIFORM FLOW FROM AN INFUSION DEVICE	USA	ISSUED	08/473402	06/06/95	5584667	12/17/96
DDAMI_101	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	CANU	ISSUED	598427	05/02/89	1322974	10/12/93
DDAMI_101	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	PCT	CLOSED	PCTUS89/02131	05/17/89		11/26/94
DDAMI_101	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	NEZL	ISSUED	228977	05/03/89	228977	
DDAMI_001VAU	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	AUSAL	ISSUED	37690/89	05/17/89	630004	05/14/93
DDAMI_001VEE	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	EPO	ISSUED	89906892.8	05/17/89	0418306	07/06/94
DDAMI_001KJP	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	JAPAN	PENDING	506473/1989	05/17/89		
DDAMI_001RAZ	IMPROVEMENTS RELATING TO MEDICAL INFUSION USING DISPOSABLE ELEMENTS	NEZL	ISSUED	239804	09/16/91	239804	11/16/94
DDAMI_01SA	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	USA	PENDING	08/686751	07/25/96		
DDAMI_015PC	INFUSION DEVICE WITH DISPOSABLE ELEMENTS	PCT	PENDING	PCTUS97/12646	07/18/97		
DDAMI_016A	INFUSION DEVICE WITH AUDIBLE DATA OUTPUT	USA	PENDING	08/690164	07/26/96		
DDAMI_016PC	INFUSION DEVICE WITH AUDIBLE DATA OUTPUT	PCT	PENDING	PCTUS97/12642	07/18/97		