| FORM PTO 1595 08-21-195 | |
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| 1-31-92 | Phile Philipping Chiller T |
| | |
| 100797600 To the Honorable Commissioner of Patents and Trademarks. Please record the attached | original accuments or copy thereof. |
| 1. Name of conveying party(ies): | 2. Name and address of receiving party(iee): |
| Patient Solutions, Inc. d/b/a | Name: ALARIS MEDICAL SYSTEMS, INC. |
| Invacare Infusion Systems $\sqrt{13.98}$ | Internal Address: |
| Additional name(s) of conveying party(ies) attached? | Street Address: 10221 Wateridge Circle, Bldg. A |
| | City: <u>San Diego</u> State CA |
| 3. Nature of Conveyance: | Country: USA |
| X Assignment | Zip Code: <u>92121-7128</u> |
| Other Execution Date: May 18, 1998 | Additional name(s) & address(es) attached? |
| Application number(s) or registration numbers(s): If this document is being filed together with a new application, the filing date of the appli | ration is: |
| A. Patent Application No.(s) | B. Patent No.(s) |
| | |
| 08/473,402 | |
| | J |
| Additional numbers attact | hed? Yes X No |
| Name and address of party to whom correspondence concerning document should be mailed: | 6. Total No. of applications and patents involved 1 |
| Name: | 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> |
| Internal Address: <u>Fulwider Patton Lee & Utecht, LLP</u> | ➢ Enclosed ☐ Authorized to be charged to deposit account |
| Street Address: <u>10877 Wilshire Boulevard, 10th Floor</u> | Any deficiencies in enclosed fees |
| City: Los Angeles State: CAZIP_90024 | 8. Deposit account number: 06-2425 |
| | (Attach duplicate copy of this page if paying by rleposit account) |
| DO NOT USE | E THIS SPACE |
| 9. Statement and signature. | |
| To the best of my knowledge and belief, the foregoing information is true and correct and any attached hopy is | a true copy of the original document |
| | A |
| JOHN V. HANLEY Signature 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) | |
| Do not detain Mail documents to be recorded with required cover sheet information to: | ch this portion |
| | tents and Trademarks |
| | signments n, D.C. 20231 |
| sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, C | recorded, including time for reviewing the document and gathering the date needed, and completing and reviewing the Mince of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, 551-0011), Washington, D.C. 20503 |

<u>æ</u>

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. <u>Assignment</u>. 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. <u>Further Assignment</u>. 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. <u>Authorization of Patent and Trademark Office to Record</u>. 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. <u>Further Assurances</u>. 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]

SDILIBI/MCN/234495.01

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

VICE PRESIDENT 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:

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS]

SDILIB1\MCN\234495.01

| Received: | 6/29/98 2: | 00PM; | | -> FULWIDER L.A. ; | Page 4 | |
|-----------|------------|-------|------------------|--------------------|--------|-------|
| JUN.29.19 | 98 12:55PM | AL | IS - LEGAL SOUTH | | N0.588 | P.4/5 |
| • | | | | | | |

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: | ynly |
|------|---------------------|
| 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: <u>Secretary/Treasurer</u>

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS]

8DILIB1\MCN\234495.01

3

STATE OF OHIO) COUNTY OF CUYAHOGA)

On <u>May 18, 1998</u>, before me, <u>James K. Roosa</u>, Notary Public, personally appeared <u>Thomas Miklich</u>, 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.

Kent

SAMES KIN STOCKE ACOUNTRY AT LOW MONY Partic - State of Unio Month and has no expiration date. Month Section 147 09 R. C.

[SEAL]

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SDILIB1/MCN/034495.01

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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 | | | |
| | Serial No. | Date Filed | |
| Genie | 75-093859 | 04/25/1997 | Word Only |

License Agreements

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

1 of 2

PATENT REEL: 9388 FRAME: 0680

.

| Case Funder | Title of Invention | Country | Status | App3 (cation Number | filing Date | Patent Runber | lssue Cate |
|----------------|--|-------------|-----------|------------------------|----------------------------|------------------|-------------------|
| ALO. IVADO | INFUSION DEVICE WITH DISPOSABLE ELEMENTS | USA | ISSUED | 07/194865 | 05/17/89 | 5074755 | 12/24/91 |
| DDAVI.OLG | JUFUSION DEVICE WITH DISPOSABLE ELEMENTS | . AZU | ISSUED | 07/426938 | 10/25/89 | 5246347 | 56/12/60 |
| DDAY1, O16CP1 | TREPETCON DEALCE MILH OCCURENCE SOUSIES | NSI | ABANDONED | | | | |
| DDAVI.OIH | CHARISTON DEVICE WITH DISPOSABLE ELEMENTS | NSA | ISSUED | 07/427/74 | 10/22/89 | 5017059 | 05/21 /9 1 |
| DDAVI . DOIC) | JRFDSTORI DEVICE NJTH OTSPOSABLE ELEVENTS | VSD | UNEILEO | | | | |
| COLOG , LVADO | rafestor device with disposable elevents | NSU | ISSUED | 909199720 | 02726/91 | 5,20502 | 06/14/94 |
| DQAV1.001C4 | (hetston device Mith Disposable (lehents | NS3 | ISSUED | 08/126455 | 06/22/60 | 5020500 | 06/14/94 |
| DOAVI. JCCOL | NETHOD OF MEASURING AH OCCLUSION IN AN IMPRISION DEVICE WITH Disposable elibrents | USA | PENDING | 09/388579 | 02/14/95 | | |
| DDAVÍ, IGCICI | METHOD OF PROVIDING UNIFORM FLOW FROM AN INFUSION DEVICE | USA | (SSUED | 08/473402 | 06/06/95 | 5584667 | 96/17/21 |
| DBAV1.CD1 | INTERSION DEVICE WITH DISPOSABLE ELENENTS | CANAN | (1112S) | 538427 | 05/02/89 | NAZZCI I | 55721101 |
| DOAVI. POL | TREUSTOR DEVICE HITH DESPOSABLE ELENENTS. | PCT | CLOSED | PCTUS89/02131 | 05/17/89 | | |
| (OZ, IVAO) | INTISTOM DEVICE MITH DISPOSABLE ELEMENTS | IZHON | ISSUED | 228977 | 68/03/98 | 228917 | 16/35/11 |
| DDAV1.001VAD | INFUSTOR DEVICE WITH DISPOSABLE FLERENTS | AUSAL | 15SVED | 37600/89 | 05/17/89 | 630004 | CS/14/33 |
| DOANI. GOIVER | ikension device with disposable elenents | EPO | ISSUED | 89906892.8 | 05/17/89 | 0418205 | 07/06/94 |
| ADAVI. DOIXIP | Infusion device with disposable elements | JAPAN | PENDING | 506473/1989 | 68/17/89 | | |
| DDAVI , DOTRAZ | inprovements relating to hedical infusion using disposable elevits | NEWI | ISSUED | 239804 | 16/91/60 | 279804 | , b5/9(/[1 |
| DDAVI . DISA | INTUSION DEVICE WITH DISPOSABLE ELEMENTS | USA | PENDING | 08/686757 | 96/52/20 | | |
| TOAVI . OISYPE | chercion device with disposable elevents | PCT | PENDING | PCTU597/12645 | 72/18/97 | | |
| DDAVI.016A | infusion device with andible data dutput | N SN | PENDLING | 08/690164 | 96 <i>1</i> 92 <i>11</i> 0 | | |
| DOAVI, DIGVPC | INFUSION DEVICE NITH AUDIDLE DATA DUTPUT | D | PENDING | PCTUS97/12642 | 07/18/ <i>9</i> 7 | | |

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REEL: 9388 FRAME: 0681

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PTO/SB/47 (1-98) Approved for use through 7/31/99. OMB 0651-0016 Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

"FEE ADDRESS" INDICATION FORM

Address to: Assistant Commissioner for Patents Box M. Fee Washington, D.C. 20231

| Please recognize as I | the "Fee Address" under the provisions of 3 | 87 CFR 1 | .363 the follow | wing ad | dress: |
|--|---|----------|--|---------|----------|
| Customer Number | | • | Place Custo | omer Nu | mber Bar |
| OR | Type Customer Number here | | Code Label here | | |
| Request for Customer Number (PTO/SB/125) attached hereto | | | | | |
| OR | | | | | |
| Eirm or Individual Name | FULWIDER PATTON LEE & UTECHT, LLP | | | | |
| Address | 10877 Wilshire Boulevard, 10th Floor | | | | |
| Address | | | an an ann ann an an an an an an an an an | | |
| City | Los Angeles | State | CA | ZIP | 90024 |
| Country | US | | agencies and a suggest the state of the state | | |
| Telephone | (310) 824-5555 | Fax | (310) 824- | 9696 | |

in the following listed application(s) for which the Issue Fee has been paid or patent(s).

| PATENT NUMBER (if known) | |
|---|---|
| 5,584,667 | |
| | |
| (check one) | John V. Hanley |
| Assignee of record of the entire interest | Typed or printed name |
| Attorney or agent of record | (310) 824-5555 Customer's telephone number Date |

Burden Hour Statement: This form is estimated to take 0.08 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

REEL: 9388 FRAME: 0682

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

| APPLICANT: DAVID L. DAVIS |) Examiner: |
|---|---|
| U.S. SERIAL NO.:08/473,402 |) |
| FILED: June 6, 1995 |) |
| TITLE: METHOD OF PROVIDING UNIFORM FLOW FROM AN INFUSION DEVICE |) August 11, 1998) Los Angeles, CA 90024) |
| |) |

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CERTIFICATE UNDER 37 CFR 3.73(b)

ALARIS Medical Systems. Inc, a Delaware corporation, certifies that they are the assignee of the entire right, title and interest in the patent application identified above by virtue of a chain of title from the inventor of the patent application identified above, to the current assignee as shown below:

- From: David L. Davis
 To: Patient Solutions, Inc.
 Recorded at Reel/Frame: 6543/0696
 (copy enclosed as Exhibit A)
- 2. From: Patient Solutions, Inc.
 To: ALARIS Medical Systems, Inc.
 The document is being filed herewith for recordation (attached hereto as Exhibit B)

The undersigned has reviewed the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee for which that signatory acts.

Serial No. 08/473,402

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 ake St.

Time Vice President & General Manager No. America ALARIS Medical Systems, Inc.

)DAVI JBB



DATE: 06/23/93 TO: UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

N08C

JAMES B. BEAR, ESQ. KNOBBE, MARTENS, OLSON & BEAR SIXTEENTH FLOOR 620 NEWPORT CENTER DRIVE NEWPORT BEACH, CA 92660

> UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231

ASSIGNOR:

DAVIS, DAVID L.

DOC DATE: 03/25/93

RECORDATION DATE: 05/17/93 NUMBER OF PAGES 002 REEL/FRAME 6543/0696

DIGEST : ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE:

PATIENT SOLUTIONS, INC. SUITE 114 13220 EVENING CREEK DRIVE S. SAN DIEGO, CA 92128

SERIAL NUMBER 7-426988 PATENT NUMBER FILING DATE 10/25/89 ISSUE DATE 00/00/00

EXAMINER/PARALE

NONE

J.

ASSIGNMENT BRANCH ASSIGNMENT/CERTIFICATION SERVICES DIVISION

RER Rob

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.

) day of March 1993 IN TESTIMONY WHEREOF, I hereunto set my hand and seal this L. Davis

STATE OF CALIFORNIA COUNTY OF SAN DIEGO

On <u>MARCH</u> 25 1913 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.

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WITNESS my hand and official seal.

[SEAL]



| Inda | Kay | Perri | |
|-----------|-----|-------|--|
| Signature | | | |

PATENT AND TRADEMARK OFFICE

MAY 17 PATENT REEL: 9388 FRAME: 0686

| 96 tag3 E | DRM COVER SHEI IS ONLY TRADEMARKS: Please record the attached original documents or |
|---|--|
| 1. Name of conveying party(ies): (If multiple assignors, list | 2. Name and address of receiving party(ies): |
| Lumherically) David L. Davis Additional name(s) of conveying party(ies) attached? () Yes (X) No | 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 | 4. Identification of Application number(s) or Patent(s): |
| (X) Assignment () Merger () Security Agreement () Change of Name | () Application(s) filed herewith Execution Date(s): (X) Application Serial No. 07/426,988 |
| () Other: | Filing Date: October 25, 1989 |
| Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) | () Patent No.: Issue Date: |
| March 25, 1993 | 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 | |
| Statement and signature. To the best of my knowledge and belief, the foregoing inform of the original document. | mation is true and correct, and any attached copy is a true copy |
| James B. Bear Name of Person Signing | Nay 12, 1993 nature Date |
| 10) Total number of pages including cover sheet: 2 (Including A | Assignment in one page) 91677734 |
| 100 MG 06/04/93 07426988 1 Mail documents to be recorded with required cover sheet informat | 581 40.00 CK |
| Commissioner of Pa Box As | atents and Trademarks ssignments n, D.C. 20231 |

JBBjc

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. <u>Assignment</u>. 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.

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3. <u>Authorization of Patent and Trademark Office to Record</u>. 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. <u>Further Assurances</u>. 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.

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SDILIBI\MCM234495.01

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

Bv VICE PRESIDENT 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:

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS]

SDILIB1\MCN\234495.01

.*

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: | In growing |
|------|---------------------|
| Its: | Secretary/Treasurer |

"ASSIGNEE"

ALARIS MEDICAL SYSTEMS, INC., a Delaware corporation

By: Its

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"ASSIGNOR"

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

By: Secretary/Treasurer Its:

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS]

8DILIB1\MCN\234495.01

STATE OF OHIO) COUNTY OF CUYAHOGA)

On <u>May 18, 1998</u>, before me, <u>James K. Roosa</u>, Notary Public, personally appeared <u>Thomas Miklich</u>, 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.

K Heory

[SEAL]

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SDILIBI\MCN\234495.01

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SCHEDULE 3.14

INTANGIBLE PROPERTY RIGHTS

See attached schedule for patents.

| Registered Trademarks | | | |
|-------------------------|--------------------|------------------|---------------------|
| - | Reg. No. | <u>Reg. Date</u> | |
| Medmate | 1 81282 8 | 12/21/1993 | Word Only |
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License Agreements

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

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PATENT REEL: 9388 FRAME: 0692 •

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| Case Ruber | Title of Invention | Country | Status | App] (cat (on Runber | Filing Date | Patent Runber | lssue Date |
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| DOAVI DIA | TREUSION DEVICE WITH DISPOSABLE ELEMENTS | NSA | LSSUED | 07/194865 | 68/17/80 | 5074756 | 12/24/91 |
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| DAYI.OIGCPI | JAPARION DEVICE WITH OCCLUSION SONSING | NSU | ABANDONED | | | | |
| HIO. IVADO | INFUSION DEVICE WITH DISPOSABLE ELEMENTS | USA | ISSUED | 07/427/74 | 10/25/89 | 5017059 | (S/21/9) |
| DDAVI . DOLCI | IRREGION DEVICE RITH DISPUSABLE ELEVENTS | Ŋ | URFILED | | | | |
| DDAVI. DOICT | INFUSION DEVICE NITH DISPOSABLE ELEMENTS | NSU | ISSUED | 07/661806 | 16/92/20 | 5220502 | 05/14/94 |
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| TOAVI. OISVPE | rhfision device hith disposable elevents | PCT | PENDING | PCTUS97/12645 | 16/81/10 | | |
| DDAVI.016A | infusion device hith addible data duput | h Su | PENDLIG | (B/B0164 | 07 <i>1</i> 26/96 | | |
| DUAVI, DIGVPC | INFUSION DEVICE MITH AUDIBLE DATA OUTPUT | PCT | PENDARG | PCTUS97/12642 | 07/18/97 | | |

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