

Date of Deposit: December 17, 1998

FORM PTO-1619A

Expires 06/30/98  
OMB 0651-0027

12-22-1998



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U.S. Department of Commerce  
Patent and Trademark Office

PATENT

12-18-98

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## Conveying Party(ies)

☐

Mark if additional names of conveying parties attached

Name (line 1)

Ortho-McNeil Pharmaceutical, Inc.

Execution Date  
Month Day Year

Oct. 22, 1998

Name (line 2)

Execution Date  
Month Day Year

## Second Party

Name (line 1)

Name (line 2)

## Receiving Party

☐

Mark if additional names of receiving parties attached

Name (line 1)

Critikon Company, L.L.C.

Name (line 2)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1)

4110 George Road

Address (line 2)

Address (line 3)

Tampa

Florida

33631

City

State/Country

Zip Code

## Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

12/22/1998 TT0011 00000093 4338174

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

REEL: 9638 FRAME: 0761

**Correspondent Name and Address**

**Area Code and Telephone Number** 312/861-2000

**Name** Rashmi Chandra, Esq.

**Address (line 1)** Kirkland & Ellis

**Address (line 2)** 200 East Randolph Drive

**Address (line 3)** Suite 5300

**Address (line 4)** Chicago, Illinois 60601

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 4

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**


4338174	4269685	

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

#

2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

80.00

**Method of Payment:**  
**Deposit Account**

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

**Deposit Account Number:**

# 22-0440

**Authorization to charge additional fees:**

Yes

☒

No

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**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. Charges to deposit account are authorized, as indicated herein.

Rashmi Chandra

**Name of Person Signing**

Rashmi Chandra

**Signature**

12/17/98

**Date**

UNITED STATES PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 23 day of October, 1998, ("Effective Date"), by and between Ortho-McNeil Pharmaceutical, Inc., a Delaware, USA corporation, with its principal office at U.S. Route 202, Raritan, New Jersey 08869, USA ("Assignor"), and Critikon Company, L.L.C., a Delaware limited liability company, with its principal office c/o Liberty Partners, 4110 George Road, Tampa, Florida 33631, USA ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 9, 1998 ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Transferred Business as defined in the Purchase Agreement;

WHEREAS, Assignor owns the entire right, title and interest in, to and under those United States patents identified and set forth on Schedule A (collectively the "Patents"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees and does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, 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 income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

\* \* \* \* \*

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 23 day of October, 1998.

ORTHO-MCNEIL PHARMACEUTICAL, INC.

By: [Signature]

Name: MICHAEL STARK

Title: Assistant Secretary

CRITIKON COMPANY, L.L.C.

By: [Signature]

Name: Robert B. Steckman

Title: VP

STATE OF New Jersey )  
COUNTY OF Middlesex ) SS.

On this 23 day of October, 1998, there appeared before me MICHAEL STARK, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Ortho-McNeil Pharmaceutical, Inc.

[Signature]

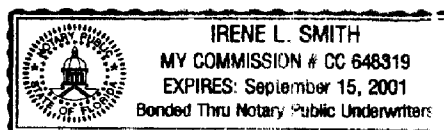
Notary Public  
JOAN WEISS

STATE OF Florida )  
COUNTY OF Hillsborough ) SS.

NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES SEPT. 11, 2000

On this 24 day of October, 1998, there appeared before me Robert B. Steckman, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Critikon Company, L.L.C.

[Signature]  
Notary Public



**SCHEDULE A**

**ORTHO-MCNEIL PHARMACEUTICAL, INC.**

**U.S. PATENT REGISTRATIONS**

TITLE	PATENT NO.	ISSUE DATE
Electrochemical sensor with temperature compensation means	4338174	07/06/82
Disposable polarographic gas sensor system	4269685	05/26/81

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner of Patents and Trademarks  
BOX ASSIGNMENTS  
Washington, D. C. 20231

**"EXPRESS MAIL" CERTIFICATE OF MAILING**

"Express Mail" label number: EL168015195US

Date of Deposit: December 17, 1998

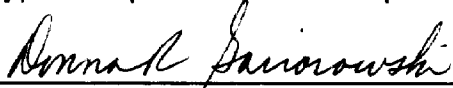
I hereby certify that the following attached paper or fee:

Recordation Cover Sheet, Patents Only, executed 10/23/98  
Patent Assignment from Ortho-McNeil Pharmaceutical, Inc.  
to Critikon Company, L.L.C., Schedule A, Check for \$80.00  
and return receipt postcard for recording against U.S. Patent No.  
4338174 and No. 4269685.

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENTS, Washington, D. C. 20231.

Donna R. Gasiorowski

(Typed or printed name of person mailing paper or fee)



(Signature of person mailing paper or fee)

Ref: 34128-31