

04-12-1999

1 SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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Y

To the Honorable Commissioner of

101008575

ne attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Bristol-Myers Squibb Company

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: September 29, 1998

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

Name: Cincinnati Sub-Zero Products, Inc.

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

Street Address: 12011 Mosteller Road

City: Cincinnati State: OH ZIP: 45241

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

## 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)

08/931,386

## B. Patent No.(s)

4,844,072

5,647,051

5,476,489

D383,546

Additional numbers attached? ☐ Yes ☒ No

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

Name: Charles R. Wilson

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

Street Address: 4729 Cornell Road

City: Cincinnati State: OH ZIP: 45241

## 6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41):..... \$ 200.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

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

04/09/1999 JSMBDZZ 00000104 08931386

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200.00 DP

## 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.

Charles R. Wilson, Atty., Reg. No. 25,718

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

7

## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment"), is made as of the 29 day of September, 1998, by and between Bristol-Myers Squibb Company, a Delaware corporation ("Assignor"), and Cincinnati Sub-Zero Products, Inc. an Ohio corporation ("Assignee").

## WITNESSETH

WHEREAS, Zimmer, Inc. a Delaware corporation and wholly owned subsidiary of Assignor, is engaged in developing, manufacturing, marketing, and selling, the Thermal Therapy line of products (the "Product Line");

WHEREAS, Zimmer and Assignee have entered into an Asset Purchase Agreement dated as of the 4<sup>th</sup> day of September, 1998 (the "Asset Purchase Agreement"), pursuant to which Zimmer has agreed to sell, or cause to be sold, to Assignee, and Assignee has agreed to purchase and acquire from Zimmer (or an Affiliate (as defined in the Asset Purchase Agreement) of Zimmer), among other things, certain assets connected with the Product Line, including Assignor's right, title, and interest in and to those patents in those territories listed on Schedule A hereto, including the patents and/or patent applications set forth on Schedule A hereto (collectively, the "Patents");

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee all of Assignor's right, title and interest in and to:

- (i) the Patents;
- (ii) all continuations, divisions, reissues, and substitutes to the Patents; and
- (iii) all rights of enforcement and the right to damages for past infringement of the Patents.

FURTHERMORE, each party will, at the expense of the party so requesting, (i) execute and deliver such further instruments including, without limitation, further instruments of assignment, and (ii) take further actions as the other party may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate the Assignee's title to the Patents.

The Assignment shall be governed and construed in accordance with the laws of the State of Delaware, without regard to any applicable principles of conflicts of law. Each of

the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America in each case located in the County of New Castle for any litigation arising out of or relating to this Assignment (and agrees not to commence any litigation relating thereto except in such courts).

This Assignment may be executed in two counterparts, both of which shall be considered one and the same Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

BRISTOL-MYERS SQUIBB COMPANY

BY: 

Name:

Perry A. Karsen

Title:

Vice President Corporate Development

CINCINNATI SUB-ZERO PRODUCTS, INC.

BY: \_\_\_\_\_

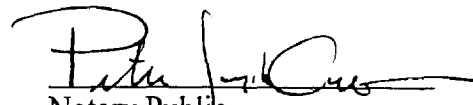
Name:

Title:

STATE OF NEW YORK     )  
                                      ) SS.  
COUNTY OF NEW YORK    )

I, a notary public in and for the county and state aforesaid, do hereby certify that Perry A. Karsen, a Vice President, Corporate Development of Bristol-Myers Squibb Company, Inc. appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this  
\_\_\_\_ day of September, 1998.

  
Notary Public

My Commission expires:

PETER JOSEPH CAMPISI  
Notary Public, State of New York  
No. 31-5075160  
Qualified in New York County  
Commission Expires March 31, 1999

the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America in each case located in the County of New Castle for any litigation arising out of or relating to this Assignment (and agrees not to commence any litigation relating thereto except in such courts).

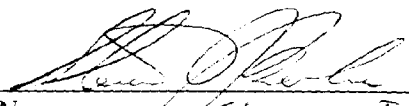
This Assignment may be executed in two counterparts, both of which shall be considered one and the same Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

BRISTOL-MYERS SQUIBB COMPANY

BY: \_\_\_\_\_  
Name:  
Title:

CINCINNATI SUB-ZERO PRODUCTS, INC.

BY:  \_\_\_\_\_  
Name: Steven J. Baker  
Title: President, CEO

STATE OF OHIO                    )  
  ) SS.  
COUNTY OF Hamilton        )

I, a notary public in and for the county and state aforesaid, do hereby certify that  
Steven J. Burke, the President, CEO of Cincinnati Sub-Zero Products, Inc.  
appeared before me this day in person and acknowledged that s/he signed the above and  
foregoing instrument as his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this  
24 day of September, 1998.

Vicki A. Johnson  
Notary Public

My Commission expires:

Vicki A. Johnson  
Notary Public, Hamilton County, Ohio  
My Commission Expires June 15, 2003

**SCHEDULE A**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**UNITED STATES PATENTS**

1. 4,844,072, issued July 4, 1989 for LIQUID-CIRCULATING THERMAL THERAPY SYSTEM
2. 5,476,489, issued December 19, 1995 for COLD THERAPY SYSTEM
3. 5,647,051, issued July 8, 1997 for COLD THERAPY SYSTEM WITH INTERMITTENT FLUID PUMPING FOR TEMPERATURE CONTROL
4. U. S. Design Patent D383546 for LIQUID THERAPY PAD

**UNITED STATES PATENT APPLICATIONS**

1. U. S. Patent Application serial number 08/931,386 filed 9/16/97 as a File Wrapper Continuing Application of serial number 08/647,128 filed 5/9/96 (now abandoned) for COLD THERAPY DEVICE