

06-11-1999



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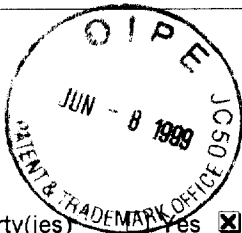
No.:

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Baxter International, Inc.



Additional names(s) of conveying party(ies) Yes ☐ No ☒

3. Nature of conveyance:

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

Execution Date: **May 6, 1999; May 28, 1999**

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

Name: **AutoMed Technologies, Inc.**

Internal Address:

Street Address: **900 Asbury Drive**

City: **Buffalo Grove** State: **IL** ZIP: **60069**

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

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

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

A. Patent Application No.(s)

90/004,847
09/232,743
09/209,995

B. Patent No.(s)

5,348,061

Additional numbers attached? ☐ Yes ☒ No

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

Name: **John E. Munger**

Internal Address: **Jansson, Shupe, Bridge & Munger, Ltd.**

Street Address: **245 Main Street, Suite M**

City: **Racine** State: **WI** ZIP: **53403**

6. Total number of applications and patents involved: **4**

7. Total fee (37 CFR 3.41):.....\$ **160.00**

- ☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account
☐ Authorized to be charged to deposit account

8. Deposit account number:

10-0270

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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 E. Munger

Name of Person Signing

Signature

June 8, 1999

Date

Total number of pages including cover sheet, attachments, and document: **9**

PATENT

REEL: 009996 FRAME: 0989

SCHEDULE A

PATENT AND PATENT APPLICATIONS

U.S. Patent No. 5,208,762

U.S. Patent No. 5,328,061

Japanese Application No. 349632/91

Japanese Application No. 513141/94

U.S. Application No. 08/434693

U.S. Application No. 60/098,124

European Application No. 93925145.0

Canadian Application No. 2129137

Australian Application No. 54566/94

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is entered into this 29 day of May, 1999, by and between **BAXTER INTERNATIONAL INC.**, A Delaware corporation, (Assignor") and **AUTOMED TECHNOLOGIES, INC.**, a Delaware corporation (Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to those certain United States and foreign patents and patent applications listed below:

U.S. Patent No. 5,348,061 (Riley et al.) titled "Tablet Accumulator for an Automated Prescription Vial Filling System"

U.S. reexamination patent case control no. 90/004,847 (Riley et al.) titled "Tablet Accumulator for an Automated Prescription Vial Filling System"

Australian Patent No. 671877 (Riley et al.) titled "Tablet Accumulator for an Automated Prescription Vial Filling System"

Patent Cooperation Treaty patent application serial no. PCT/US93/10514 (Riley et al.) titled "Tablet Accumulator for an Automated Prescription Vial Filling System"

U.S. patent application serial no. 09/232,743 (Charhut et al.) titled "Automated Prescription Vial Filling System"

French Patent Reg. No. 91 15 013 (Charhut et al.) titled "Systeme de Remplissage Automatique de Flacons de Prescriptions"

U.S. patent application serial no. 09/209,995 (Hebron et al.) titled "Integrated Automated Dispenser & Method"

(collectively, the "Patents");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 21, 1998, as amended by the First Amendment thereto dated March 31, 1999 (the "Agreement") by and between Assignee and Baxter Healthcare Corporation ("Baxter"), Baxter has agreed to cause the Patents to be transferred and assigned from Assignor to Assignee; and

WHEREAS, pursuant to the Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Patents and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Patents, including any applications, continuations, continuations-in-part, divisions, issuances,

renewals, reissues and extensions thereof, together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's own use and benefit; and

Assignor shall execute all certificates, instruments and other documents and take all actions reasonably requested by Assignee to effectuate the purposes of this Assignment, including, without limitation, such documents as may be required to effectuate the assignment and transfer of the Patents.

* * * *

[remainder of page intentionally left blank]

IN WITNESS WHEREOF Assignor and Assignee have executed this assignment as of the date first written above.

Baxter International Inc.

AutoMed Technologies, Inc.

By: [Signature]
FCM/KC

By: [Signature]

Title: VICE PRESIDENT

Title: President

Date: MAY 6, 1999

Date: may 28, 1999

State of IL)

)

County of LAKE)

On this 6th day of May, 1999 before me appeared John F. GAITHER, the person who signed this instrument on behalf of Baxter International Inc. who acknowledged that he/she signed it on behalf of the identified corporation as VICE PRESIDENT of the identified corporation and pursuant to authority duly received.

[Signature]
Notary Public

