

02-23-2000

Form PTO-1595  
Rev. 6-93)  
B No. 0651-0011 (exp. 4/94)

REG



PT

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of

101273189

original documents or copy thereof

1. Name of conveying party(ies):

A.N.S. Research & Development Partners, L.P.; Anthony  
N. Silveti, M.D.; Anthony N. Silveti, Jr., M.D.

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

2. Name and address of receiving party(ies)

Name: Lange Medical Products, Inc.

Internal Address:

1-18-00

Street Address: 1676 South Wolf Road

City Wheeling State IL ZIP: 60090

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: May 23, 1997

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).

B. Patent No(s).

- 3,812,252
- 4,414,202
- 4,778,679
- 4,889,844
- 5,177,065

Additional numbers attached?  Yes  No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler

Street Address: 111 West Monroc Street

City: Chicago State IL ZIP: 60603

6. Total number of applications and patents involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0305

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

Attorney Docket No. 1701929

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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.

Robert J. Schneider, Reg. No. 27,383

Name of Person Signing

Signature

1/12/00  
Date

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

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, DC 20231

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PATENT  
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OPR/FINANCE

2. Name and address of receiving parties (continued):

Lange Venture Partners, L.P.  
1676 South Wolf Road  
Wheeling, IL 60090

Lange Associates Limited Partnership  
1676 South Wolf Road  
Wheeling, IL 60090

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## AGREEMENT

THIS AGREEMENT made this 23<sup>rd</sup> day of May 1997 between A.N.S. Research & Development Partners, L.P., an Illinois limited partnership (hereinafter called "A.N.S."), Dr. Anthony N. Silveti, M.D. ("Silveti"), Anthony N. Silveti, Jr., M.D. ("Silveti, Jr.") and Lange Medical Products, Inc., an Illinois corporation, Lange Venture Partners, L.P., an Illinois limited partnership, and Lange Associates Limited Partnership, an Illinois limited partnership (hereinafter collectively, "Lange").

WHEREAS, the parties (except Silveti, Jr.) entered into a License Agreement on March 2, 1992, under which ANS granted to Lange an exclusive worldwide license under the Licensed Patents and Licensed Technical Information to make, have made, use and sell Licensed Products. (All described in the March 2, 1992 Agreement.)

WHEREAS, Lange has been marketing the Licensed Products pursuant to the License Agreement.

WHEREAS, the License Agreement expires December 31, 1997 and, pursuant to the Agreement, if Lange has derived a net profit from the Licensed Products in at least two years during the term of the License Agreement, all right, title and interest under the Licensed Patents and Licensed Technical Information to make, use, and sell Licensed Products shall be transferred to Lange in exchange for a payment of Ten Dollars (\$10.00).

WHEREAS, Lange has derived a profit of \$547,590 for the fiscal year ending December 31, 1995 and \$437,591 for the fiscal year ending December 31, 1996. Lange has met the terms of the License Agreement and has tendered to ANS a check for \$10.00.

NOW, THEREFORE, it is agreed as follows:

1. A.N.S. does hereby irrevocably sell, assign and transfer to Lange, its successors and assigns, all right, title and interest (including the right to sue for past infringements) under the Licensed Patents and Licensed Technical Information owned by A.N.S. (including, but not limited to, the patents and patent applications listed on the attached Exhibit 1).

2. In support of Lange's right to exercise the option stated herein, it is represented and warranted to A.N.S. that the financial information provided in the attached form Exhibit 2 showing a profit for 1995 and 1996 is true, accurate and correct and does, in fact, give Lange the option to acquire said property.

3. A.N.S. represents and warrants that it has made no other assignments of the rights transferred herein.

4. In exchange for this, Lange shall assume all responsibilities for the Licensed Products and the Licensed Technology and agrees to indemnify and hold harmless A.N.S. and its

employees, agents and representatives harmless from any and all demands, claims, actions, suits and proceedings which may at any time be brought against A.N.S. or any of them and any and all liabilities, losses, damages, costs and expenses which may at any time be suffered or incurred by any of them, as a result of or in connection with (i) any action taken by Lange or any of its assignees after the date hereof in connection with the Licensed Patents and Licensed Technical Information; (ii) any representation or warranty of Lange contained herein which is untrue or incorrect; or (iii) any claim arising out of the marketing of the Licensed Products or Licensed Technical Information after the date hereof.

5. A.N.S., Silvetti and Silvetti, Jr., jointly and severally, agree to indemnify Lange from and against any Loss that Lange or any of its affiliates may suffer or incur which is caused by, arises out of, or related directly or indirectly to a breach or breaches of any representation and warranty or agreement included herein. The representations, warranties and agreements contained herein shall survive indefinitely. As the term is used herein, "Loss" means any damage, cost, expense, loss, (including any monetary award or settlement paid by Lange or any partner or shareholder of Lange), lost profits, reduction in value, attorneys' fees and costs of investigation related thereto.

6. Each party hereto represents and warrants to the other as follows: Each is duly organized and validly existing under the laws of the respective jurisdictions of their organization. Each has the requisite corporate or partnership, as applicable, power and authority to make, deliver and perform this Agreement. Each has taken all the necessary action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated thereby. Each party represents and warrants that this Agreement constitutes the legal, valid and binding obligation of each of Lange and A.N.S. enforceable against each of Lange and A.N.S., respectively, in accordance with the terms of this Agreement.

7. A.N.S., Silvetti and Silvetti, Jr., jointly and severally, represent and warrant to Lange that none of A.N.S.' rights to the Licensed Technical Information and the Licensed Patents, and other intellectual property covered by the License Agreement (collectively the "Licensed Information"), has been or, to A.N.S.' knowledge threatened to be, the subject of any pending or threatened litigation or governmental or administrative proceeding which challenges or limits the validity, enforceability, use or ownership of the Licensed Information or the assignment thereof.

8. A.N.S., Silvetti and Silvetti, Jr., jointly and severally, represent and warrant that no other license, rights or options of any kind with respect to any of the Licensed Information has been granted to any other party and neither it has not sold, assigned, transferred or otherwise disposed of any right, or interest in and to the Licensed Information.

9. A.N.S., Silvetti and Silvetti, Jr., jointly and severally, represent and warrant that they have all right, title and interest in and to the Licensed Information subject to this assignment and that nothing has occurred since the date of the License Agreement (and all amendments

thereto) which has or would have an adverse material affect upon A.N.S.' rights and title to the Licensed Information.

10. A.N.S., Silvetti and Silvetti, Jr., jointly and severally, represent and warrant that they have not interfered with, infringed on, or otherwise violated the intellectual property rights of any third party in connection with the Licensed Information or the assignment thereof to Lange and, to A.N.S.' and Silvetti's knowledge, no third party has misappropriated, interfered with, infringed on, misappropriated or violated any part of Licensed Information.

LANGE ASSOCIATES LIMITED PARTNERSHIP

A.N.S. RESEARCH & DEVELOPMENT PARTNERS, L.P.

By: Lange Medical Products, Inc., general partner of Lange Associates Limited Partnership

By: Anthony N. Silvetti  
Its: President

By: Lange Medical Products, Inc., general partner of Lange Venture Partners, L.P.

LANGE MEDICAL PRODUCTS, INC.

By: Leon Fern  
Its: President

By: Leon Fern  
Its: CEO

By: Phyllis Gamm  
Its: Secretary

Anthony N. Silvetti, M.D.  
Anthony N. Silvetti, M.D.

Anthony N. Silvetti, Jr., M.D.  
Anthony N. Silvetti, Jr., M.D.

LANGE VENTURE PARTNERS, L.P.

By: Lange Medical Products, Inc., general partner of Lange Venture Partners, L.P.

By: Leon Fern  
Its: President

By: Phyllis Gamm  
Its: Secretary

# EXHIBIT 1

## INTELLECTUAL PROPERTY RIGHTS

### I. U.S. PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Status</u>
Method of Treating Wounds with a Medicinal Dressing	U.S. Patent 3,812,252 granted May 21, 1974
Composition for Treatment of Wounds	U.S. Patent 4,414,202 granted November 8, 1983
Method and Composition for Treatment of Wounds	U.S. Patent 4,778,679 granted October 18, 1988
Fructose Containing Wound Healing Preparation	U.S. Patent 4,889,844 granted December 26, 1989
Monosaccharide Containing Wound Healing Preparation	U.S. Patent 5,177,065 granted January 5, 1993
Dispensing Apparatus and Method of Treating Skin Wounds	Abandoned U.S. Patent application filed June 23, 1994
Method of Treating Wounds with a Gel Composition	Pending U.S. Patent application filed October 26, 1995
Method of Treating Wounds with a Gel Composition	Pending PCT application, based on U.S. Application, filed October 23, 1996
Treating Wounds with Starch Hydrolysate Medication Including Trace Metals	Pending U.S. Patent Application filed April 18, 1997

## **II. FOREIGN PATENTS AND PATENT APPLICATIONS**

Australia	Patent No. 546917 granted February 25, 1986
Canada	Patent No. 1165243 granted April 10, 1984
Japan	Patent No. 1214145 granted January 6, 1984
European Patent Office	Patent No. 0034504 granted April 23, 1986
Japan	Appln. No. 22304/81 filed February 19, 1981
Divisional Filed in European Patent Office	Appln. No. 85106710.8 filed May 31, 1985

## **III. OTHER INTELLECTUAL PROPERTY**

All Intellectual Property Rights ("IPR") used in connection with or associated with the business including all trade secrets, know-how and proprietary information used in connection with the operation of Sellers' business.