

03/15/00

Client Code: RIVERMD.002A/002CP1/002DV1/002DV2

04-18-2000

V021A

RECORD#



101323804

TO THE ASSISTANT COMMISSIONER FOR PATENTS.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

WINFIELD MEDICAL

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

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

Name: MAXXIM MEDICAL, INC.

Internal Address:

Street Address: 10300 49th Street N.

City: Clearwater State: Florida ZIP: 33762

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) January 27, 2000

4. Patent numbers:

Patent Nos.: 5,398,851; 5,571,261; 5,553,741; 5,558,255; 5,397,303; DES.361379; DES.361617; 5,398,850; 5,588,556; 5,578,005; 5,700,245; and 5,766,147

Issue Dates: March 21, 1995; November 5, 1996 ; September 10, 1996; September 24, 1996; March 14, 1995; August 15, 1995; August 22, 1995; March 21, 1995; December 31, 1996; November 26, 1996; December 23, 1997; and June 16, 1998, respectively

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

Name: AnneMarie Kaiser
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach State: CA ZIP: 92660

Attorney's Docket No.:

RIVERMD.002A/002CP1/002DV1/002DV2/003A/
007DA/008DA/010A/010DV2/011A/012A/021A

7. Total fee (37 CFR 3.41): \$480.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 12

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.

AnneMarie Kaiser
Name of Person Signing

March 15, 2000
Date

37,649
Registration No.

Total number of pages including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:

04/14/2000 DCOATES 00000220 5398851

01 FC:581

480.00 DP

Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231

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ASSIGNMENT

WHEREAS, Winfield Medical, a California corporation having offices at 9750 Distribution Avenue, San Diego, California 92126 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States issued Letters Patents in the United States (hereinafter "the Patents"):

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,398,851	March 21, 1995	LIQUID DELIVERY DEVICE
5,571,261	November 5, 1996	LIQUID DELIVERY DEVICE
5,553,741	September 10, 1996	LIQUID DELIVERY DEVICE
5,558,255	September 24, 1996	LIQUID DELIVERY DEVICE
5,397,303	March 14, 1995	LIQUID DELIVERY DEVICE HAVING A VIAL ATTACHMENT OR ADAPTER INCORPORATED THEREIN
DES.361379	August 15, 1995	INFUSION PUMP
DES.361617	August 22, 1995	INFUSION PUMP
5,398,850	March 21, 1995	GAS DELIVERY APPARATUS FOR INFUSION
5,588,556	December 31, 1996	METHOD FOR GENERATING GAS TO DELIVER LIQUID FROM A CONTAINER
5,578,005	November 26, 1996	APPARATUS AND METHODS FOR MULTIPLE FLUID INFUSION
5,700,245	December 23, 1997	APPARATUS FOR THE GENERATION OF GAS PRESSURE FOR CONTROLLED FLUID DELIVERY
5,766,147	June 16, 1998	VIAL ADAPTOR FOR A LIQUID DELIVERY DEVICE

WHEREAS, MAXXIM MEDICAL, INC., a Texas corporation having offices at 10300 49th Street N., Clearwater, Florida 33762 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patents;

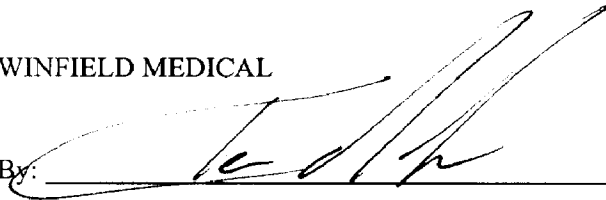
NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, 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 Patents and all Patents that may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patents to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patents, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 27 day of JANUARY, 2000.

WINFIELD MEDICAL

By: 

Name Printed: KENNETH W. DAVIDSON

Title: CEO, CHAIRMAN & PRESIDENT

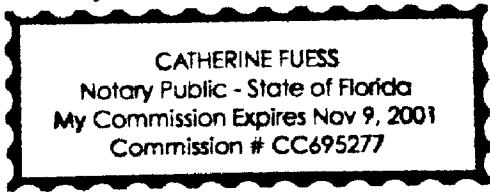
Date: JANUARY 27, 2000

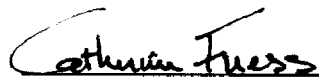
STATE OF FLORIDA
COUNTY OF PINELLAS] ss.

On JANUARY 27, 2000, before me, CATHERINE FUESS, personally appeared KENNETH W. DAVIDSON 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 executed the same in he/she authorized capacity(ies), and that by his/her 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.

[SEAL]




Notary Signature

S:\DOCS\AOK\AOK-3629.DOC:dmr
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO THE ASSISTANT COMMISSIONER FOR PATENTS: Please record the attached original documents or copy thereof.

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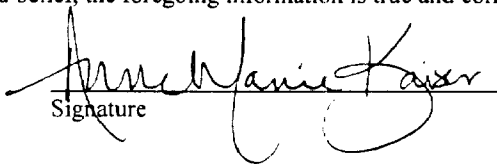
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