

FORM PTO-1595 (modified)

07-13-2000

(Rev 6-93)

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



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To the Commissioner of Patents and T.

the attached original documents or copies thereof.

1. Name of conveying party(ies):

Medev Corporation and
The Bionetics Corporation

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

Eastern Virginia Medical School
P. O. Box 1980
Norfolk, Virginia 23501-1980

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT AND AGREEMENT

Execution Date:

April 25, 2000

Additional name(s) & address(es) attached?

NO

4. Application number(s) or patent number(s):

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

A. Patent Application Number(s):

B. Patent Number(s):

4,942,626

5,187,815

Additional numbers attached? NO

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

Barry L. Grossman
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 2

7. Total fee (37 C.F.R. § 3.41): \$80.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

07/12/2000 ASCOTT 00000186 4942626

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Barry L. Grossman

Reg. No. 30,844

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

ASSIGNMENT AND AGREEMENT

WHEREAS, Medev Corporation (hereinafter referred to as "ASSIGNOR") is the owner of U.S. Patent No. 4,942,626, entitled "Needlestick Protective Glove" and U.S. Patent No. 5,187,815, also entitled "Needlestick Protective Glove" by assignments from the inventors;

WHEREAS, Eastern Virginia Medical School, a corporation duly organized and existing under the laws of the Commonwealth of Virginia, and having its principal place of business at P. O. Box 1980, Norfolk, Virginia 23501-1980 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right title and interest of ASSIGNOR in the patents; and

WHEREAS, DR. Stephen L. Green (hereinafter referred to as Dr. Green) is the authorized representative of ASSIGNOR, with full legal authority to take this action on its behalf;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns, and transfers unto ASSIGNEE, its successors and assigns, its full, entire, and exclusive right, title, and interest in and to U.S. Patent No. 4,942,626 and U.S. Patent No. 5,187,815, and all reissues, and extensions of said Letters Patents. The entire right, title, and interest of the assigned patents is to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patents may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AGREES to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

DR. GREEN HEREBY REPRESENTS AND WARRANTS that he has the authority to execute this assignment on behalf of ASSIGNOR.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or

desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR AND DR. GREEN UNDERSTAND AND AGREE that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR, DR. GREEN, or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR and DR. GREEN acknowledge their right to seek their own independent legal counsel.

Executed this 25 day of April, 2000.

MEDEV CORPORATION

By its authorized representative

DR. STEPHEN L. GREEN

Stephen L. Green
Dr. Stephen L. Green

State of Virginia)
City Hampton) ss.
County of Hampton)

On this 25 day of April, 2000, before me, a notary public in and for said county, appeared DR. STEPHEN GREEN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

W. J. [Signature]
Notary Public

My Commission Expires: 05/31/03

(Seal)

ASSIGNMENT AND AGREEMENT

WHEREAS, The Bionetics Corporation (hereinafter referred to as "ASSIGNOR") may maintain an ownership interest in five percent (5%) of the annual royalties received on account of U.S. Patent No. 4,942,626, entitled "Needlestick Protective Glove" and U.S. Patent No. 5,187,815, also entitled "Needlestick Protective Glove" by assignments from the inventors;

WHEREAS, Eastern Virginia Medical School, a corporation duly organized and existing under the laws of the Commonwealth of Virginia, and having its principal place of business at P. O. Box 1980, Norfolk, Virginia 23501-1980 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right title and interest of ASSIGNOR in the patents; and

Mr. Charles Stern *Mr. Stern* *CJS*
WHEREAS, ~~DR. Stephen L. Green~~ (hereinafter referred to as ~~Dr. Green~~) is the authorized representative of ASSIGNOR, with full legal authority to take this action on its behalf;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns, and transfers unto ASSIGNEE, its successors and assigns, its full, entire, and exclusive right, title, and interest in and to U.S. Patent No. 4,942,626 and U.S. Patent No. 5,187,815, and all reissues, and extensions of said Letters Patents. The entire right, title, and interest of the assigned patents is to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patents may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AGREES to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

Mr. Stern *CJS*
~~DR. GREEN~~ HEREBY REPRESENTS AND WARRANTS that he has the authority to execute this assignment on behalf of ASSIGNOR.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or

desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Mr. Stern
ASSIGNOR AND ~~DR. GREEN~~ UNDERSTAND AND AGREE that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR, ~~DR. GREEN~~, or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR and ~~DR. GREEN~~ acknowledge their right to seek their own independent legal counsel. *Mr. Stern*

Executed this 25 day of April, 2000.

BIONETICS CORPORATION

By its authorized representative

~~DR. STEPHEN L. GREEN~~ *Mr. Stern*

Charles Stern

~~Dr. Stephen L. Green~~

Mr. Charles Stern

State of Virginia

County of _____

On this 25TH day of April, 2000, before me, a notary public in and for said county, appeared ~~DR. STEPHEN L. GREEN~~ *Mr. Charles Stern*, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Betty A. Dickson

Notary Public

My Commission Expires: May 31, 2003

(Seal)