

10-20-2000

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



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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): 9-25-00  
Mill-Rose Laboratories, Inc.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Asset Transfer/Bill of Sale

Execution Date: April 3, 2000

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

Name: Bard MRL Acquisition Corp.

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

Street Address: 730 Central AvenueCity: Murray Hill State: NJ ZIP: 07974

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)

B. Patent No.(s)

5,168,593

5,297,560

Additional numbers attached? ☒ Yes ☐ No

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

Name: John F. Perullo

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

Street Address: Kirkpatrick & Lockhart LLP75 State StreetCity: Boston State: MA ZIP: 02109-18086. Total number of applications and patents involved: 37. Total fee (37 CFR 3.41) ..... \$ 120.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

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 F. Perullo  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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(Form PTO-1595-Recordation Form Cover Sheet - page 1 of 5)

PATENT  
REEL: 011164 FRAME: 0061

## PATENTS ONLY

Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes

☐

No

☒

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

Name: C. R. Bard, Inc.

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

Street Address: 730 Central AvenueCity: Murray Hill State: NJ ZIP: 07974

Name: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Additional name(s) &amp; 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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## B. Patent No.(s)

Des.301614  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional numbers attached?

Yes

☐

No

☒

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That MILL-ROSE LABORATORIES, INC., an Ohio Corporation (the "Seller"), pursuant to the Asset Purchase Agreement dated as of April 3, 2000 (the "Purchase Agreement") between the Seller, THE MILL-ROSE COMPANY, an Ohio corporation and sole shareholder of Seller, and BARD MRL ACQUISITION CORP., a Delaware corporation (the "Purchaser") and wholly-owned subsidiary of C.R. Bard, Inc. and C.R. BARD, INC., a New Jersey corporation, in consideration for its receipt of good and valuable consideration paid to it by the Purchaser, the receipt and sufficiency of which is hereby accepted and acknowledged, has granted, bargained, sold, transferred, assigned and delivered, and notwithstanding that the following property may be transferred by separate and specific transfer documents, by these presents does hereby grant, bargain, sell, transfer, assign and deliver unto the Purchaser all right, title and interest of the Seller in and to all assets, properties and rights of the Seller, of every nature, kind and description, wherever located, tangible and intangible, real, personal and mixed, used or anticipated for use in connection with the Business (excluding the Excluded Assets)(collectively, the "Purchased Assets") including without limitation, the following:

- (i) all right, title and interest of Seller in and to the Purchased Business as a going concern, except for the Mill-Rose Names;
- (ii) all machinery, equipment, furniture, fixtures, inventories, work-in-process, raw materials, supplies and other items of personal property used or intended for use by Seller in connection with the Purchased Business wherever located;
- (iii) all rights of Seller in and to all Intellectual Property, except for the Mill-Rose Names;
- (iv) all causes of action, judgments, claims, demands and other rights of Seller of every kind or nature relating to the Purchased Business (other than those relating to any of the Excluded Assets);
- (v) all rights relating to or arising out of or under express or implied warranties from suppliers with respect to the properties being transferred to Purchaser to the extent transferable;
- (vi) all prepaid expenses, advances and deposits relating to the Assets or Assumed Liabilities;
- (vii) all books and records relating to the Purchased Business, including but not limited to, correspondence, production records, accounting records, sales history records, tax records, mailing lists, customer and vendor lists, engineering reports and drawings, and plans and other records and files of or relating to the Purchased Business, except the Excluded Records;

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- (viii) all right, title and interest of Seller in and to all leases, contracts, licenses, purchase orders, sales orders, commitments and other agreements relating to the Purchased Business to which Seller is a party or in which Seller has rights, other than the Excluded Contracts;
- (ix) all rights of Seller under agreements with employees of the Purchased Business concerning confidentiality, proprietary information and the assignment of inventions;
- (x) those other assets, properties and rights described on Schedule 2.1.10 to the Purchase Agreement; and
- (xi) subject to the License Agreement, all packing materials to the extent used or intended to be used in the Purchased Business.

TO HAVE AND TO HOLD the same unto said Purchaser and its successors and assigns, to and for its or their use, forever.

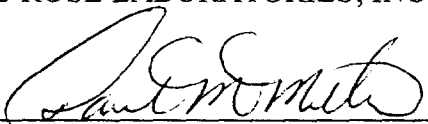
The Purchased Assets do not include any of the Excluded Assets.

Any capitalized term used herein without definition shall have the meaning provided therefor in the Purchase Agreement.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed by its proper corporate officer as of the 3rd day of April, 2000.

SELLER

MILL-ROSE LABORATORIES, INC.

By:   
Name: \_\_\_\_\_  
Title: *Pres.*

Schedule 6.13  
(Intellectual Property)

1. License Agreement, dated September 15, 1999, by and between Rakesh K. Garg and Mill-Rose Laboratories, Inc.
2. License Agreement, dated March 28, 1983 and as amended on November 14, 1983, by and between Ko Pen Wang, M.D. and Mill-Rose Laboratories, Inc.
3. License Agreement between Mill-Rose Laboratories, Inc. and B.H. Rogers.
4. License Agreement between Mill-Rose Laboratories, Inc. and Ronald Katon.
5. See attached trademark filings.
6. See attached patents assigned to Mill-Rose Laboratories, Inc.

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## INTEROFFICE MEMORANDUM

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TO: STEVE KOVALCHECK  
FROM: ALAN POJE  
SUBJECT: MILL-ROSE LABORATORIES' PATENTS  
DATE: DECEMBER 7, 1999  
CC: T. OLMSTEAD

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The following patents are assigned to Mill-Rose Laboratories:

Number	Title	Inventor	Date
5,297,560	Method of protected bronchial sampling using a translaryngoscopic catheter	Meduri	03.29.94
5,168,593	Tool for cleaning endoscopes	Poje, etal.	12.08.92
5,066,295	Rotatable surgical snare	Kozak, etal.	11.19.91
D301,614	Rotatable snare handle	Kozak, etal.	06.13.89
4,763,688	Partible forceps instrument for endoscopy	Macek, etal.	08.16.88