

11-01-2000



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Attorney Docket
No.: 10596-GP

101502460

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

1. Name of conveying party(ies): **10-16-00**
Heraeus Med GmbH

2. Name and address of receiving party(ies):
wero-medical Werner Michallik GmbH & Co. KG
Idsteiner Strasse 94
65232 Taunusstein
GERMANY

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: **October 9, 2000**

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): 5,676,134
5,934,888

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence document should be mailed:
WILLIAM W. SCHWARZE
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
One Commerce Square - 2005 Market Street - Suite 2200
Philadelphia, PA 19103
Telephone: (215) 965-1200
Direct Dial: (215) 965-1270
Facsimile: (215) 965-1210
E-Mail: wschwarze@akingump.com

6. Total number of applications and patents involved: **[2]**

7. Total fee (37 C.F.R. 3.41) Cal. **2** x \$40.00 = \$ **80.00**
 Check enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **50-1017**
(Billing No.: 210596.5002)

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.

William W. Schwarze
Name of Person Signing

Signature

October 13, 2000
Date

Total number of pages including cover sheet, attachments and document: **[4]**

ASSIGNMENT

WHEREAS, **Heraeus Med GmbH**, a German corporation, having a place of business at Heraeusstrasse 12-14, 63450 Hanau, Germany, hereinafter generally referred to as "**ASSIGNOR**" is the owner of certain new and useful inventions for which Letters Patents have issued as set forth on Schedule A attached hereto.

WHEREAS, **wero-medical Werner Michallik GmbH & Co. KG**, a German corporation, having a place of business at Idsteiner Strasse 94, 65232 Taunusstein, Germany, hereinafter generally referred to as "**ASSIGNEE**" is desirous of acquiring said inventions and Letters Patents as set forth on Schedule A.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, **Heraeus Med GmbH**, the undersigned **ASSIGNOR**, hereby agrees to sell, assign, transfer and convey and by these presents does sell, assign, transfer and convey unto the above-named **ASSIGNEE**, the whole and entire right, title and interest

in and to said inventions and Letters Patents as described above and as set forth in Schedule A, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above Letters Patents and all United States and foreign Letters Patents which may be granted on said inventions including divisions, reissues, reexamination certificates and continuations; and

together with all claims for damages by reason of past infringement of said Letters Patents with the right to sue for and collect the same for its own use and behalf or for the use and behalf of its legal representatives;

said inventions and Letters Patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and behalf, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said Letters Patents have been granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made; and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Letters Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNOR.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

HERAEUS MED GMBH

Date: 9.10.00

By: 
(Name)

Title: Managing Director

SCHEDULE A

ISSUED PATENTS

<u>Attorney Docket No.</u>	<u>Patent No.</u>	<u>Country</u>	<u>Date of Issue</u>
10596-1US (wero 581.1)	5,676,134	U.S.	October 14, 1997
10596-2US (wero 582.1)	5,934,888	U.S.	August 10, 1999