

01-02-2001



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U.S. Department of Commerce
Patent and Trademark Office
PATENT

12-12-00

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

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

U.S. Government
(For Use ONLY by U.S. Government Agencies)
 Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
 11 27 00

Name (line 1)

Name (line 2)

Second Party

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

09614969

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 011374 FRAME: 0194

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="09/614,969"/>	<input type="text"/>				
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number PCT PCT
only if a U.S. Application Number has not been assigned. PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Lynn J. Alstadt 
 Name of Person Signing Signature Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1) Paul J. Eachus

Execution Date
Month Day Year
11 17 00

Name (line 2)

Name (line 1) Michele L. Porcelli, Jr.

Execution Date
Month Day Year
11 17 00

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

ASSIGNMENT AND LICENSE

I. Assignment

WHEREAS, we, Manoj K. Wangu, Frederick Pflieger, Paul J. Eachus and Michele L. Porcelli, Jr., respectively residing at Wexford, Allegheny County, Commonwealth of Pennsylvania; Voorhees, Camden County, State of New Jersey; Pittsgrove, Salem County, State of New Jersey and Washington Township, Gloucester County, State of New Jersey, have invented certain new and useful improvements in PACKAGING MACHINE for which we filed an application for United States Letters Patent on July 12, 2000, bearing Serial No. 09/614,969;

AND WHEREAS, McKesson Automated Healthcare, Inc., having a place of business at 700 Waterfront Drive, Pittsburgh, Pennsylvania 15222 and FP Developments, Inc., having a place of business at 402 South Main Street, Williamstown, New Jersey 08094; hereinafter called the "assignees", are desirous of acquiring an equal share of the entire right, title and interest in and to said application and the inventions and improvements therein disclosed;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to us by said assignees, receipt whereof and the adequacy of which we hereby acknowledge, we do hereby assign, sell, transfer, and set over unto said assignees the entire right, title, and interest in and to said application and the inventions and improvements therein disclosed for the United States and all foreign countries and any Letters Patent which may issue therefor in the United States and all foreign countries and all divisions, reissues, continuations, renewals, and/or extensions thereof including all priority rights under the International Convention

associated therewith for each country and the Union, said assignees to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by us had this assignment not been made.

The Commissioner of Patents and Trademarks is requested to issue such Letters Patent in accordance herewith. We covenant that we are the lawful owners of said application, inventions, and improvements, that the same are unencumbered, that no license has been granted to make, use or vend the said inventions or improvements or any of them, and that we have the full right to make this assignment.

And for the consideration aforesaid, we agree jointly and individually that we will communicate to said assignees or the representatives thereof any facts known to us respecting said inventions and improvements, and will, upon request, but without expense to us, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, renewal and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said assignees or by counsel for said assignees, to assist or enable said assignees to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon our heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the successors, and/or assigns, as the case may be, of said assignee.

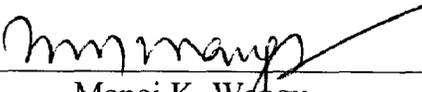
II. License

In consideration of One (\$1.00) Dollar and other good and valuable consideration, receipt whereof and the adequacy of which is hereby acknowledged, FP Developments, Inc. agrees that McKesson Automated Healthcare, Inc. shall have the exclusive right to grant licenses under any patents which issue from the application, as well as any divisions, reissues, continuations, renewals, extensions thereof, and any corresponding foreign applications. FP Developments, Inc. confirms its prior agreement that it will manufacture packaging machines within the scope of the claims of such patents only for McKesson Automated Healthcare, Inc. and will not sell or solicit sales of the packaging machines to any party other than McKesson Automated Healthcare, Inc., without the written permission or written direction of McKesson Automated Healthcare, Inc. McKesson Automated Healthcare agrees that it will purchase packaging machines within the scope of the claims of such patents only from FP Developments provided the price of these packaging machines does not exceed their current price or such other price as the parties may agree, that the packaging machines comply with all specifications of McKesson Automated Healthcare, that FP Developments meets the delivery schedule set by McKesson Automated Healthcare, that FP Developments has not been acquired by or merged into another entity, is not insolvent, is not involved in any bankruptcy proceeding, and there has been no change in ownership or senior management of FP Developments. McKesson Automated Healthcare will honor all outstanding contracts and open purchase orders in existence at the time of any merger, acquisition, other change in ownership or senior management. However, should F P. Developments be acquired by or merged into a competitor of McKesson Automated Healthcare, then McKesson Automated Healthcare may terminate any contracts or open orders to purchase packaging machines that are in

existence at the time of the merger or acquisition. This license shall not apply to any packaging machine that FP Developments can show by reliable written records was designed or made by FP Developments prior to February 9, 1999. This agreement shall be binding upon, and inure to the benefit of the successors and/or assigns of McKesson Automated Healthcare, Inc. and FP Developments, Inc.

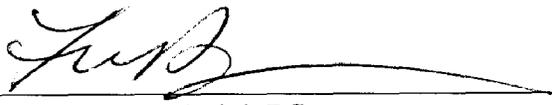
DATED:

11/27/00

 (SEAL)
Manoj K. Wangu

DATED:

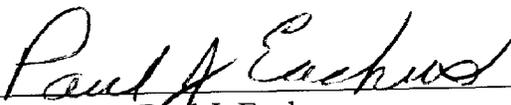
11/17/00

 (SEAL)
Frederick Pflieger
Individually and for
FP Developments, Inc.

MARANGELY MEEHAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 01, 2005

DATED:

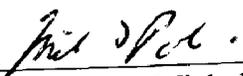
11/17/2000

 (SEAL)
Paul J. Eachus

MARANGELY MEEHAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 01, 2005

DATED:

1-17-2000

 (SEAL)
Michele L. Procelli, Jr.

MARANGELY MEEHAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 01, 2005

DATED:

McKESSON AUTOMATED HEALTHCARE, INC.

11/27/00

By *Manoj K. Wangu* (SEAL)
Manoj K. Wangu, Vice President

Commonwealth of Pennsylvania :
: ss:
County of Allegheny :

Before me, a Notary Public in and for the said County and State, personally appeared MANOJ K. WANGU who acknowledged that he is the person who executed the foregoing assignment and license, acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 28th day of November, 2000.

Marilyn G. Lehman
Notary Public

(NOTARIAL SEAL)

