

04-24-2001

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



PATENTS ONLY

101684554

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

1. Name of conveying party(ies):  
INVENTIVE PRODUCTS, INC.

MRI  
4.4.01

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

Name: **BECTON, DICKINSON AND COMPANY**

Internal Address: **ATTN: Richard J. Rodrick, Esq.**

**Intellectual Property Department / MC 089**

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Street Address: **1 BECTON DRIVE**

City: **FRANKLIN LAKES** State: **NJ** ZIP: **07465**

Execution Date: **3/20/2001**

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(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)

U.S. Patent No. RE:34,353

U.S. Patent No. 4,793,354

U.S. Patent No. 5,946,727

Additional numbers attached?  Yes  No

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

Name: **BECTON, DICKINSON AND COMPANY**

Internal Address: **ATTN: Richard J. Rodrick, Esq.**

**Intellectual Property Department / MC 089**

Street Address: **1 BECTON DRIVE**

City: **FRANKLIN LAKES** State: **NJ** ZIP: **07417**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

**02-1666**

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.

**Alan W. Fiedler, Esq./Reg.No. 33,690**

**April 2, 2001**

Name of Person Signing

Signature

**3**

Date

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

Exhibit 3.1**ASSIGNMENT**

This Assignment is made by **INVENTIVE PRODUCTS, INC.**, having a place of business at 1450 East North Street, Decatur, Illinois 62521 (the "Assignor"), to **BECTON, DICKINSON AND COMPANY**, having a place of business at 1 Becton Drive, Franklin Lakes, New Jersey 07417 (the "Assignee") as part of the Assignee's purchase of certain assets owned by the Assignor in accordance with the provisions of a certain Purchase of Assets Agreement dated February 15<sup>th</sup>, 2001.

Assignor hereby agrees as follows:

1. **Assignment.** Assignor hereby sells, assigns and transfers to Assignee as partial consideration for payments made by Assignee under the Purchase of Assets Agreement: (i) all right, title and interest Assignor has in and to:

Perry et al., U.S. Patent No. RE:34,353, issued August 24, 1993, entitled "TOUCH ENHANCING PAD," a reissue of U.S. Patent No. 4,657,021, issued April 14, 1987.

Wright et al., U. S. Patent No. 4,793,354, issued December 27, 1988 and entitled "TOUCH ENHANCEMENT"; and

Wright et al., U.S. Patent No. 5,946,727, issued September 7, 1999, entitled "TOUCH ENHANCING MITT."

including (a) renewals thereof, (b) reissues, continuations, divisions, continuation-in-parts or reexaminations thereof, (c) the right to initiate all actions for past, present and future infringements thereof, and (d) all income, royalties, damages and payments now and hereafter due and/or payable for past, present and future infringements thereof (the foregoing patents, together with the items described in clauses (a)-(d), are hereinafter referred to as the "Patents"); and (ii) all of the Assignor's rights corresponding to the Patents throughout the world.

2. **Cooperation.** Assignor agrees to execute and deliver to Assignee all documents and instruments necessary and proper to carry out the provisions of this Assignment. Assignor further agrees to cooperate with and assist Assignee or its nominees in all reasonable ways and at all reasonable times, including but not limited to providing all pertinent facts and documents relating to the Patents, as well as the inventions covered thereby, testifying in all legal proceedings, signing all lawful papers and in general performing all lawful acts reasonable, necessary or proper to aid and assist Assignee in obtaining, maintaining, defending and enforcing the Patents. All such acts of cooperation shall be without expense to Assignor. Assignor's agents and employees shall be compensated in reasonable amounts for their time in performing such acts of cooperation.

3. Authorization and Request. Assignor hereby authorizes and requests that the Assistant Commissioner for Patents record this Assignment and the interests herein assigned.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date entered hereinbelow.

**ASSIGNOR**

**INVENTIVE PRODUCTS, INC.**

By: [Signature]  
Name: Grant A. Wright  
Title: President  
Date: 3/20/01

State of Illinois  
County of Mason

BE IT REMEMBERED, that on this 20th day of March, 2001, before me, a Notary Public, personally appeared GRANT WRIGHT, who I am satisfied is the person named in and who executed the foregoing instrument in the presence, and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed and delivered the same as his/her voluntary act and deed for the uses and purposes therein expressed.

[Signature]  
Notary Public

