



07-02-2001

U.S. Department of Commerce  
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**PATENT**



101766292

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**Submission Type**

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Document ID#

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**Conveyance Type**

☒ **Assignment** ☐ **Security Agreement**

☐ **License** ☐ **Change of Name**

☐ **Merger** ☐ **Other**

**U.S. Government**  
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☐ **Departmental File** ☐ **Secret File**

**Conveying Party(ies)**

☐ **Mark if additional names of conveying parties attached**

Execution Date  
Month Day Year  
 06-15-2001

Name (line 1)  Durward I. Faries, Jr.

Name (line 2)

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party**

☐ **Mark if additional names of receiving parties attached**

Name (line 1)  Medical Solutions, Inc.

Name (line 2)

Address (line 1)  3901 Centerview Drive

Address (line 2)  Suite W

Address (line 3)  Chantilly

Virginia

20151

City

State/Country

Zip Code

☐ 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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**PATENT**  
REEL: 011932 FRAME: 0480



**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)**

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  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

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:  
Deposit Account

Enclosed ☒

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.*

Andrew J. Aldag

Name of Person Signing

Signature

06/26/2001

Date

# ASSIGNMENT

WHEREAS, we, Durward I. Faries, Jr. and Robert A. Bishop II residing at 1202 Windrock, McLean, VA 22102 and 1504 Parliament Lane, Plano, Texas 75093, respectively, have invented certain new and useful improvements in Wound Dressing Garment, for which a patent application for United States Letters Patent

\_\_\_\_\_ is attached hereto, assigned attorney docket number \_\_\_\_\_  
XX was filed on August 10, 2000 as United States Patent Application Serial No. 09/635,919.

WHEREAS, Medical Products, Inc., a corporation of the State of Virginia, having a place of business at 3901 Centerview Drive, Suite W, Chantilly, Virginia 20151, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned and transferred, and by these presents do sell, assign and transfer unto Medical Products, Inc. the full and exclusive right to said invention in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted thereon in the United States and its territorial possessions and in any and all foreign countries, and in and to any and all non-provisional applications, divisions, reissues, continuations and extensions thereof pertaining to said invention.

We hereby authorize and request the Patent and Trademark Office officials in the United States and in any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Medical Products, Inc., as the assignee of the entire interest in and to the same, for the sole use and behalf of Medical Products, Inc., its successors and assigns.

FURTHER, we agree that we will communicate to Medical Products, Inc., or its representatives, any facts known to us respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all non-provisional, divisional, continuation, substitution, renewal and reissue applications pertaining to said invention, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to Medical Products, Inc., make all rightful oaths and generally do everything possible to aid Medical Products, Inc., its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

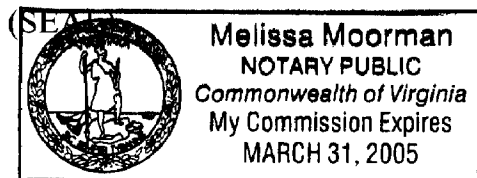
IN TESTIMONY WHEREOF, we have hereunto set our hands.

6-15-01

Date

Durward I. Faries, Jr.  
Durward I. Faries, Jr.

On this 15 day of JUNE, 2001, personally appeared before me the above named Durward I. Faries, Jr. to me known and known to me to be the person described in, and who executed, the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.



Melissa Moorman  
NOTARY PUBLIC  
My Commission Expires: 3-31-05

Date

Robert A. Bishop II  
Robert A. Bishop II

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared before me the above named Robert A. Bishop II, to me known and known to me to be the person described in, and who executed, the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

The foregoing Assignment is hereby accepted by Medical Products, Inc.

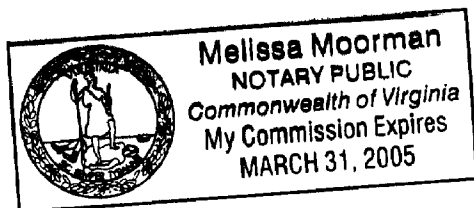
6-15-01

Date

Bruce Heymann  
Bruce Heymann  
Treasurer

On this 15 day of JUNE, 2001, personally appeared before me the above named Bruce Heymann to me known and known to me to be the person described in, and who executed, the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.

(SEAL)



Melissa Moan  
NOTARY PUBLIC  
My Commission Expires: 3-31-05

# **APPENDIX TO ASSIGNMENT**

**(Copy of Agreement Assigning Rights of Co-Inventor  
Robert A. Bishop II to Medical Products, Inc.)**



14014 Sullyfield Circle, Suite A  
Chantilly, VA 22021  
703-802-5821  
703-802-4719 (FAX)  
800-435-7600

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Medical Products, Inc.

**EMPLOYEE  
CONFIDENTIALITY / NON-COMPETE AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of June, 1997, by and between MEDICAL PRODUCTS, INC., a Virginia corporation ("MPI") and ROBERT A. BISHOP, II (the "Recipient"), to wit:

WHEREAS, MPI desires to make Recipient an employee and Recipient desires to accept a position with MPI as an employee, and,

WHEREAS, MPI and Recipient recognize that the business of MPI is of a highly competitive and highly confidential nature and that in the course of its relationship with Recipient, MPI will divulge to Recipient certain Confidential Information regarding the business MPI; and,

WHEREAS, MPI business consists of, among other things, anesthesiology equipment, products and accessories, and medical solution conditioning, and delivery systems therefore, including freezing, cooling, warming and/or heating of various medical solutions, as well as delivery thereof to the patient, and including the equipment, accessories, additions and disposables related to the foregoing ("MPI Business").

NOW THEREFORE, in consideration of the employment of Recipient by MPI and other valuable consideration, the sufficiency of which both parties hereto attest, the parties agree as follows:

1. Recitals: The recitals above shall be deemed by the parties to be incorporated into this agreement.
2. Definitions:
  - (a) "Medical Products, Inc. ("MPI") shall mean Medical Products, Inc., its successors and assigns, directors, officers, employees and agents.
  - (b) "Confidential Information" means information that is not generally known outside of MPI, that is proprietary to MPI, relating to any aspect of MPI's existing or reasonably foreseeable business which is disclosed to Recipient directly or indirectly by MPI, including but not limited to the MPI Business as defined above, product designs, specifications, features and concepts, technology, techniques, sales and marketing plans, customer information, price and cost information, and general financial information.
3. Non-Competition: Until five years after termination or expiration of the employment of the Recipient by MPI, by whichever party and for whatever reason, Recipient shall not: (i) have any ownership interest in, manage, operate, control, be employed by, consult with or be connected in any manner with the ownership, management, operation or control of any business which competes directly or indirectly with MPI; (ii) engage in the manufacture, sales or promotion of

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products competitive in any manner with MPI Business for its own account or for any other supplier of products competitive in any manner with MPI Business; (iii) solicit, take away or endeavor to take away any of MPI's customers; or, (iv) solicit, take away, hire, employ, or endeavor to solicit, take away, hire or employ any person who is then an Employee, Consultant or Independent Representative of MPI.

4. Nondisclosure and Nonuse of Confidential Information: Unless authorized in writing by the President of MPI, Recipient will not, either during the term of his/her employment or thereafter, for any purpose whatsoever, directly or indirectly divulge any Confidential Information to any person not authorized by MPI to receive or use it. Recipient further agrees not to use for the benefit of anyone other than MPI any of the Confidential Information. Upon the termination of employment, by whichever party and for whatever reason, the recipient shall deliver to MPI and will not keep in its possession, nor deliver to anyone else, the originals or any copies of any drawings, notes, memoranda, specifications, devices, documents, financial statements, payroll records of any kind, or other material containing or disclosing, in any manner, directly or indirectly any Confidential Information.

5. Inventions:

A. Recipient shall promptly disclose to MPI, or its designee, any and all inventions, developments or innovations ("Inventions"), whether patentable or unpatentable, made or conceived by Recipient, either solely or jointly with others: (a) during the term of Recipient's employment that relate to, or arise out of, any developments, services or products of, or pertain to the business of MPI, or the business of any of its subsidiaries or divisions, whether said Inventions relate directly to MPI Business or not; and, (b) for a period of two years after termination of the employment relationship, for whatever reason or by whatever party hereto, any Inventions relating to, or arising out of, any developments, services or products that Recipient has been concerned with during the term of Recipient's employment, whether directly related to MPI Business or not. As part of Recipient's obligations, Recipient will cooperate with Patent Counsel for MPI to provide all disclosure required to prepare a legally sufficient patent application, whether during Recipient's employment by MPI or afterward.

B. If Patent Counsel for MPI determines that, under the patent laws, Recipient should be named inventor or co-inventor of inventions for which MPI files patent applications, Recipient shall be so named. Recipient agrees to and hereby does assign to MPI, its successors and assigns, Recipient's entire right, title and interest in and to any of said inventions. Recipient shall, without further consideration, take all lawful steps, including the maintenance of invention records which shall be the property of MPI, to render assistance and to execute all necessary documents, at the request of MPI, to file and obtain United States and/or foreign patents or to take such other steps necessary to protect the MPI's intellectual property rights in said inventions.

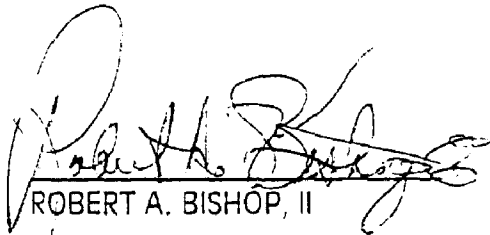
C. RECIPIENT SHALL, WITHIN THREE BUSINESS DAYS OF EXECUTION OF THIS DOCUMENT, PROVIDE TO MPI A LIST OF ALL INVENTIONS, DEVELOPMENTS OR INNOVATIONS, RELATING TO ANY DEVELOPMENT, SERVICE OR PRODUCT OF OR PERTAINING TO THE BUSINESS OF MPI AND ANY SUBSIDIARIES OR DIVISIONS THEREOF, WHETHER DIRECTLY RELATED TO MPI BUSINESS OR NOT, OWNED OR CONTROLLED BY RECIPIENT AT THE TIME OF ENTERING ITS EMPLOYMENT RELATIONSHIP WITH MPI.

6. Liability: The parties hereto agree and acknowledge that monetary damages may not be an adequate remedy for the breach of any part of this Agreement. A breaching party shall be liable to the other party for damages caused by any breach of this Agreement. In addition to any other rights or remedies which may be available, the non-breaching party shall be entitled to appropriate injunctive relief or specific performance against the breaching party for any breach of this Agreement by the breaching party. Each party hereto acknowledges and agrees that a breach of this Agreement will cause irreparable

injury and harm to the non-breaching party. The non-breaching party shall be entitled to, in addition to any and all other rights and remedies available to it, costs, expenses and attorneys' fees incurred by it in enforcing its rights under this Agreement.

7. Miscellaneous:

- (a) This Agreement shall be construed under the laws of the State of Virginia.
- (b) No amendment to this Agreement shall be effective for any purpose unless specifically set forth in writing signed by the party to be bound thereby.
- (c) Each provision, paragraph, and subparagraph of this Agreement is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant. As such, if any provision, paragraph or subparagraph shall be adjudged void or unenforceable by any court of law, the remainder of this Agreement, in whole and in part, shall remain in full force and effect.
- (d) This Agreement replaces and supersedes any previous agreements, pre-employment or otherwise, dealing with the same or similar subject matters, namely, non-disclosure, non-compete, employee or independent consultant inventions agreements and/or patent assignment agreements. As such, this document shall have an effective date of even date of the first date of employment by MPI of the undersigned employee.

  
ROBERT A. BISHOP, II

6-1-97  
Date

MEDICAL PRODUCTS, INC.

BY: 

Duward Farris, JR.  
Print Name

6-1-97  
Date

4/97

5/7 revision