

09-27-2001

Docket No.: 59340-008

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1996-97 LegalStar
P08A/REV02



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101857708

Tab settings

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

1. Name of conveying party(ies):
Harvard Clinical Technology, Inc.
09/21/01
Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **Datex-Ohmeda, Inc.**
Address: **P.O. BOX 7550**
City: **Madison** State/Prov.: **WI**
Country: **USA** ZIP: **53707**
Additional name(s) & address(es) Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: **September 21, 2001**

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:
Patent Application No. Filing date
09/26/2001 TDIAZI 00000063 5814015
01 FC:581 40.00 OP
Additional numbers

B. Patent No.(s)
5,814,015
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Davy E. Zoneraich, Esq.**
Registration No. **37,267**
Address: **Norris, McLaughlin & Marcus, P.A.**
P.O. BOX 1018
721 Route 202/206
City: **Somerville** State/Prov.: **NJ**
Country: **USA** ZIP: **08876-1018**

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:
14-1263

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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.
Davy E. Zoneraich *Davy Zoneraich* **September 21, 2001**
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and **3**

PATENT COLLATERAL ASSIGNMENT & FINANCING STATEMENT

HARVARD CLINICAL TECHNOLOGY, INC., (formerly Harvard Medical, Inc.), a Massachusetts corporation having a place of business at 22 Pleasant Street, South Natick, Massachusetts 01760 (the "Assignor"), does hereby grant, assign and convey to DATEX-OHMEDA, INC., a Delaware corporation having an address at P.O. Box 7550 Madison, Wisconsin 53707-7550 (the "Assignee"), the registered patent identified on Schedule A hereto (the "Patent") together with all the proceeds thereof.

This Assignment is given as collateral security for all the Obligations secured by the 1998 Lien, as such capitalized terms are defined in the Disengagement Agreement effective as of October 9, 1998 between the Assignor and the Assignee, as such agreement may hereafter be amended, supplemented or replaced from time to time (the "Disengagement Agreement").

As used herein, the term "Event of Default" shall have the meaning ascribed to it in the Disengagement Agreement.

The assignment effected hereby shall be governed by Article 9 of the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts. Upon the occurrence of an Event of Default, the Assignee shall have the rights and remedies of a secured party as set forth therein, as well as all other rights and remedies provided or allowed by the Disengagement Agreement, the other documents evidencing or securing the Obligations secured by the 1998 Lien or other applicable law.

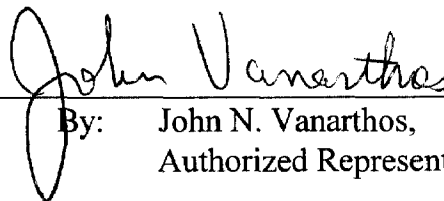
Upon payment in full of all the Obligations, the Assignee shall execute and deliver to the Assignor such instruments of assignment as may be necessary to re-vest in the Assignor all the rights to the Patent that are conveyed to the Assignee pursuant to this Assignment (except to the extent that the Assignee shall have disposed of the same in accordance with applicable law following an Event of Default).

The Assignee shall have no duties with respect to the Patent, other than the duties expressly set forth herein and the duties of a secured party under the Massachusetts Uniform Commercial Code.

IN WITNESS WHEREOF, this Assignment has been executed this 21st day of September, 2001.

WITNESS:

HARVARD CLINICAL TECHNOLOGY, INC.
By: Datex-Ohmeda, Inc., Attorney-In-Fact


By: John N. Vanarthos,
Authorized Representative

SCHEDULE A

DESCRIPTION OF PATENT

PATENT NUMBER

ISSUE DATE

Infusion pump for at least one syringe

US Number 5,814,015

September 29, 1998