

03-18-2002



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Y

Tab settings → → → ▼

102019214

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

1. Name of conveying party(ies):

**Terrance J. Hebron
Douglas L. Vandy Bogurt
Baxter International, Inc.**

3.4.02

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: 11/13/98, 11/23/98, 3/31/99, 5/28/99

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

Name: AutoMed Technologies, Inc.

Internal Address: _____

Street Address: 875 Woodlands ParkwayCity: Vernon HillsState: ILZIP: 60061Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent 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)

09/860,204

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: John E. Munger, Reg. No. 37,685Internal Address: Jansson, Shupe & Munger, Ltd.Street Address: 245 Main StreetCity: RacineState: WIZIP: 53403

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:

10-0270

(Attach duplicate copy of this page if paying by deposit account)

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.*John E. Munger, Reg. No. 37,685

Name of Person Signing

Signature

February 20, 2002

Date

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

10

PATENT

REEL: 012668 FRAME: 0895

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS

2002 MAR -4 PM 2:17

FINANCE SECTION

03/15/2002 09:00:00 AM

01 FEB 2002

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is entered into this 29 day of May, 1999, by and between **BAXTER INTERNATIONAL INC.**, A Delaware corporation, (Assignor") and **AUTOMED TECHNOLOGIES, INC.**, a Delaware corporation (Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to those certain United States and foreign patents and patent applications listed below:

U.S. Patent No. 5,348,061 (Riley et al.) titled "Tablet Accumulator for an Automated Prescription Vial Filling System"

U.S. reexamination patent case control no. 90/004,847 (Riley et al.) titled "Tablet Accumulator for an Automated Prescription Vial Filling System"

Australian Patent No. 671877 (Riley et al.) titled "Tablet Accumulator for an Automated Prescription Vial Filling System"

Patent Cooperation Treaty patent application serial no. PCT/US93/10514 (Riley et al.) titled "Tablet Accumulator for an Automated Prescription Vial Filling System"

U.S. patent application serial no. 09/232,743 (Charhut et al.) titled "Automated Prescription Vial Filling System"

French Patent Reg. No. 91 15 013 (Charhut et al.) titled "Systeme de Remplissage Automatique de Flacons de Prescriptions"

U.S. patent application serial no. 09/209,995 (Hebron et al.) titled "Integrated Automated Dispenser & Method"

(collectively, the "Patents");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 21, 1998, as amended by the First Amendment thereto dated March 31, 1999 (the "Agreement") by and between Assignee and Baxter Healthcare Corporation ("Baxter"), Baxter has agreed to cause the Patents to be transferred and assigned from Assignor to Assignee; and

WHEREAS, pursuant to the Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Patents and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Patents, including any applications, continuations, continuations-in-part, divisions, issuances,

renewals, reissues and extensions thereof, together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's own use and benefit; and

Assignor shall execute all certificates, instruments and other documents and take all actions reasonably requested by Assignee to effectuate the purposes of this Assignment, including, without limitation, such documents as may be required to effectuate the assignment and transfer of the Patents.

* * * *

[remainder of page intentionally left blank]

IN WITNESS WHEREOF Assignor and Assignee have executed this assignment as of the date first written above.

Baxter International Inc.

AutoMed Technologies, Inc.

By: [Signature] FCMK

By: [Signature]

Title: VICE PRESIDENT

Title: President

Date: MAY 16, 1999

Date: May 28, 1999

State of IL)

County of LAKE)

On this 6th day of May, 1999 before me appeared John F. GAITHER, the person who signed this instrument on behalf of Baxter International Inc. who acknowledged that he/she signed it on behalf of the identified corporation as VICE PRESIDENT of the identified corporation and pursuant to authority duly received.

[Signature]
Notary Public



ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is entered into this 31st day of March, 1999, by and between BAXTER INTERNATIONAL INC., a Delaware corporation, ("Assignor") and AUTOMED TECHNOLOGIES, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to those certain United States and foreign patents and patent applications listed on Schedule A, attached hereto and incorporated herein (collectively, the "Patents");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 21, 1998, as amended by the First Amendment thereto dated March 31, 1999 (the "Agreement") by and between Assignee and Baxter Healthcare Corporation ("Baxter"), Baxter has agreed to cause the Patents to be transferred and assigned from Assignor to Assignee; and

WHEREAS, pursuant to the Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Patents and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Patents, including any applications, continuations, continuations-in-part, divisions, issuances, renewals, reissues and extensions thereof, together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's own use and benefit; and

Assignor shall execute all certificates, instruments and other documents and take all actions reasonably requested by Assignee to effectuate the purposes of this Assignment, including, without limitation, such documents as may be required to effectuate the assignment and transfer of the Patents.

* * * *

[remainder of page intentionally left blank]

IN WITNESS WHEREOF Assignor and Assignee have executed this assignment as of the date first written above.

Baxter International Inc.

AutoMed Technologies, Inc.

By: [Signature]

By: [Signature]

Title: Vice President

Title: Secretary

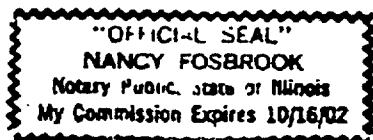
Date: 3/31/99

Date: 3/31/99

State of Illinois)

County of Lake)

On this 31st day of March, 1999 before me appeared John Gaither, the person who signed this instrument on behalf of Baxter International Inc. who acknowledged that he/she signed it on behalf of the identified corporation as Vice President of the identified corporation and pursuant to authority duly received.



Nancy Fosbrook
Notary Public

SCHEDULE A

PATENT AND PATENT APPLICATIONS

U.S. Patent No. 5,208,762
U.S. Patent No. 5,328,061
Japanese Application No. 349632/91
Japanese Application No. 513141/94
U.S. Application No. 08/434693
U.S. Application No. 60/098,124
European Application No. 93925145.0
Canadian Application No. 2129137
Australian Application No. 54566/94

Serial No. 60/098,124

Filed: August 27, 1998

Attorney Docket No.: PH-5390

In consideration of ONE DOLLAR and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, we hereby assign to BAXTER INTERNATIONAL INC. (hereinafter referred to as "assignee"), a corporation of Delaware, having a principal place of business at DEERFIELD, ILLINOIS, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in our invention or improvements in

INTEGRATED AUTOMATED DRUG DISPENSER METHOD AND APPARATUS

and in the application for Letters Patent of the United States therefor, executed by each of us individually on the date(s) indicated below and any and all other United States applications and applications in any and all countries which we may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States or of any other country which may be obtained on any of the said applications, and in any reissue or extension thereof.

We hereby authorize and request the Commissioner of Patents to issue said Letters Patent to said BAXTER INTERNATIONAL INC.

We hereby authorize and request the attorneys of record in said application to insert in this assignment the date and serial number of said application when officially known.

We warrant ourselves to be the owners of the interest herein assigned and to have the right to make this assignment; and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said considerations we hereby agree, upon the request and at the expense of said assignee, its successors, legal representatives and assigns, to execute any and all divisional, continuation, and renewal applications for said invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said assignee, its successors, legal representatives and assigns may deem necessary or expedient, and for the said considerations we further agree, upon the request of said assignee, its successors, legal representatives and assigns, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof becoming involved in interference, to cooperate to the best of our ability with said assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. We further agree to perform, upon such request, any and all affirmative acts to obtain Letters Patent, and vest all rights therein hereby conveyed in said assignee, its successors, legal representatives and assigns whereby said Letters Patent will be held and enjoyed by the said assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made, and for the said considerations we hereby also assign to said assignee, its successors, legal representatives and assigns the entire right, title and interest in said invention or improvements for any and all foreign countries and the right of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of industrial property and/or any internal priority legislation of such countries, and we further agree upon the request of said assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said assignee.

WITNESS our hand and seal

Date Nov 23, 1998

Date _____

Signature: _____

Name: _____

Terrence J. Hebron
Terrence J. Hebron

Inventor

Signature: _____

Name: _____

Inventor

Subscribed and sworn before me,
this 23rd day of November, 1998

Subscribed and sworn before me,
this _____ day of _____, 1998

Marilyn K. Fowles

Notary Public

Notary Public

OFFICIAL SEAL
MARILYN K. FOWLES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-19-2000

Serial No. 60/098,124

Filed: August 27, 1998

Attorney Docket No.: PH-5390

In consideration of ONE DOLLAR and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, we hereby assign to BAXTER INTERNATIONAL INC. (hereinafter referred to as "assignee"), a corporation of Delaware, having a principal place of business at DEERFIELD, ILLINOIS, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in our invention or improvements in

INTEGRATED AUTOMATED DRUG DISPENSER METHOD AND APPARATUS

and in the application for Letters Patent of the United States therefor, executed by each of us individually on the date(s) indicated below and any and all other United States applications and applications in any and all countries which we may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States or of any other country which may be obtained on any of the said applications, and in any reissue or extension thereof.

We hereby authorize and request the Commissioner of Patents to issue said Letters Patent to said BAXTER INTERNATIONAL INC.

We hereby authorize and request the attorneys of record in said application to insert in this assignment the date and serial number of said application when officially known.

We warrant ourselves to be the owners of the interest herein assigned and to have the right to make this assignment; and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said considerations we hereby agree, upon the request and at the expense of said assignee, its successors, legal representatives and assigns, to execute any and all divisional, continuation, and renewal applications for said invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said assignee, its successors, legal representatives and assigns may deem necessary or expedient, and for the said considerations we further agree, upon the request of said assignee, its successors, legal representatives and assigns, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof becoming involved in interference, to cooperate to the best of our ability with said assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. We further agree to perform, upon such request, any and all affirmative acts to obtain Letters Patent, and vest all rights therein hereby conveyed in said assignee, its successors, legal representatives and assigns whereby said Letters Patent will be held and enjoyed by the said assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made, and for the said considerations we hereby also assign to said assignee, its successors, legal representatives and assigns the entire right, title and interest in said invention or improvements for any and all foreign countries and the right of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of industrial property and/or any internal priority legislation of such countries, and we further agree upon the request of said assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said assignee.

WITNESS our hand and seal

Date 11-13-98

Date _____

Signature: *Douglas L. Vandy Bogurt*
Name: Douglas L. Vandy Bogurt InventorSignature: _____
Name: _____ InventorSubscribed and sworn before me,
this 13th day of November, 1998Subscribed and sworn before me,
this _____ day of _____, 1998*Norma J. McEwen*
Notary Public_____
Notary Public

NORMA J. MCEWEN
NOTARY PUBLIC STATE OF MICHIGAN
MUSKEGON COUNTY