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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

KVM Technologies, Inc.

1-27-03

2. Name and address of receiving party(ies)

Name: Pyxis Corporation

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Street Address: 3750 Torrey View Court

City: San Diego State: CA Zip: 92121

Execution Date: 10/31/02

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

4. Application number(s) or patent number(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) 5,405,048

5,480,062; 5,883,806; 5,409,117

Additional numbers attached? ☒ Yes ☐ No

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

Name: Donald O. Nickey

Internal Address: Cardinal Health, Inc.

Street Address: 7000 Cardinal Place

City: Dublin State: OH Zip: 43017

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0256

DO NOT USE THIS SPACE

9. Signature.

Donald O. Nickey

Name of Person Signing

Signature

January 21, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01/29/2003 ECDOPER 00000047 500256 5405048

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320.00 CH

PATENT
REEL: 013691 FRAME: 0861

CONTINUATION OF RECORDATION COVER SHEET

PATENTS ONLY

**In re: Assignment of Patent Rights from
KVM Technologies, Inc.
To
Pyxis Corporation**

Box 4. Application number(s) or patent number(s):

Patent Nos:

5,411,065; 5,549,141; DES 357,581; and DES 363,083

ASSIGNMENT OF PATENTS

This Assignment of Patents (the "**Assignment**") is made this 31st day of October, 2002 by KVM TECHNOLOGIES, INC., a Delaware corporation with its principal place of business at 9431 West Sam Houston Parkway South, Houston, Texas 77099 ("**Assignor**"), to PYXIS CORPORATION, a Delaware corporation with its principal place of business at 3750 Torrey View Court, San Diego, California 92121 ("**Assignee**").

RECITALS:

WHEREAS, this Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated as of October 31, 2002 by and among Assignor, Assignee and certain other persons (the "**Agreement**");

WHEREAS, Assignor owns all of the right, title and interest, together with all rights of priority, in and to the inventions described or claimed in the patents and patent applications listed in Schedule A attached hereto (collectively, the "**Inventions**"); and

WHEREAS, Assignee is desirous of acquiring all of the right, title and interest in and to the Inventions, which Inventions are part of the assets that Assignee is acquiring from Assignor pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Assignor, on its own behalf and on behalf of any entity it controls, hereby sells, assigns, conveys, grants and transfers to Assignee the entire right, title and interest, together with all rights of priority, in and to the Inventions, together with all patents and applications for patents based on the Inventions, including divisionals, continuations, re-examinations, renewals, substitutes and reissues thereof, and all rights to claim priority on the basis of any of these patent applications, as well as all foreign counterparts and extensions thereof, together with all patents issuing on any of these applications for the full terms of all of the patents which may be granted on the Inventions.

Assignor hereby authorizes Assignee to make applications for, to prosecute such applications, and to receive patents for the Inventions in the United States and any foreign countries, in Assignee's name. Assignor hereby sells, assigns, conveys, grants and transfers to Assignee: (1) all of Assignor's right, title and interest in and to all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements of the patents and patent applications; (2) the right to sue for all past, present and future infringements thereof; and (3) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby covenants to execute, if reasonably requested by Assignee, such additional assignments, instruments and documents as may be necessary or desirable to effectuate this Assignment. Assignor will, at such reasonable times, upon the request and without further consideration, deliver any testimony in any legal proceedings and execute all papers and do all other things that may be reasonably necessary or desirable to perfect the title to the Inventions, or any patents which may be granted therefor, in Assignee, its successors, assigns, or other legal representatives. Assignor will, at any time, upon the reasonable request and at the expense of Assignee, execute any continuations, divisionals, reissues, or any other additional applications for patents for the Inventions or any part or parts thereof and any patents issuing thereon are hereby assigned to Assignee. Assignor will make all rightful oaths, and do all lawful acts reasonably required for procuring and enforcing any of the patents, without further compensation, but at the expense of Assignee, its successors, assigns or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any foreign country whose duty it is, to issue any and all patents for the Inventions resulting from any of the aforesaid applications to the Assignee.

Nothing contained in this Assignment shall in any way affect the provisions contained in the Agreement, nor shall this Assignment expand or contract any representations, warranties, rights or remedies under the Agreement including, without limitation, any rights to indemnification specified therein. This Assignment is intended only to effect a transfer of the Inventions and related rights hereinabove described and shall be governed entirely in accordance with the terms and conditions of the Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, the undersigned authorized officer of Assignor has executed this Assignment as of the date first written above.

KVM TECHNOLOGIES, INC.

By: 
Ronald Kokot, Chief Executive Officer

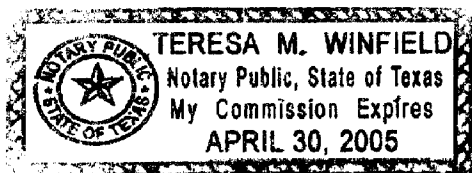
STATE OF TEXAS)

COUNTY OF ~~HARRIS~~)

Montgomery

SS:

On this 31st day of October, 2002, Ronald Kokot personally appeared before me and such person, being first duly sworn, did acknowledge and state that: (i) he is the Chief Executive Officer of KVM Technologies, Inc., the corporation making the foregoing assignment; (ii) he has executed the foregoing assignment on behalf of the corporation as its Chief Executive Officer; and (iii) he has been duly authorized by the Board of Directors of the corporation to do so.



Teresa M. Winfield

Notary Public

Schedule A

<u>Patent No.</u>	<u>Date of Patent</u>	<u>Title</u>
5,405,048	April 11, 1995	Vacuum Operated Medicine Dispenser
Des. 357,581	April 25, 1995	Portable Envelope-Organizing Tote
Des. 363,083	October 10, 1995	Envelope
5,480,062	January 2, 1996	Vacuum Operated Medicine Dispenser
5,883,806	March 16, 1999	Secure Medication Storage and Retrieval System
4,809,707		Electrode for Non-Invasive Allergy Testing
4,819,657		Automatic Allergy Detection System
5,409,117		Liquid Specimen Vessel
5,411,065		Liquid Specimen Transfer Apparatus Method
5,549,141		Liquid Container Sample Transfer Method and Apparatus
5,601,191		Liquid Specimen Vessel (CIP and additions)
5,785,044		Fluid Sample Receptacle

Foreign Filings

2,165,985 (Canada)	(application pending)
503049/95 (Japan)	(application pending)
94 921 988.5 (Europe)	(Pub. No. 0705215)