

FORM PTO-1525  
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

**PATE**

02-13-2003

se: N-32860P1/USN  
tent No: US 6,332,467  
documents or copy thereof.

To the Honorable Commissioner of Patents and Tra



102365325

1. Name of conveying party(ies):

2-1023

LH Medical Products, Inc.  
301 East Arrow Highway, Suite 104  
San Dimas, CA 91773

ing party(ies)

Name: Novartis Nutrition 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: 1600 Utica Avenue

City: St. Louis Park State: Minnesota ZIP: 55416

Execution Date: November 10, 2002

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)  
09/543,126

B. Patent No.(s)  
US 6,332,467

Additional numbers attached?  Yes  No

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

Name: Thomas Hoxie

Internal Address: Novartis

Corporate Intellectual Property

Street Address: One Health Plaza

City: East Hanover State: NJ ZIP: 07936-1080

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed
- Authorized to be charged to deposit account and any other additional fees required.

8. Deposit account number:

19-0134 (in the name of Novartis Corporation)

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

**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.

John W. Kung

Name of Person Signing  
Reg. No. 44,199

Signature

2/10/03  
Date

Express **ORDER BY EXPRESS MAIL**

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be received by the Patent and Trademark Office to:

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

02/12/2003 ECOOPER 00000282 190134

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700035382

Date to Patent

**PATENT**

REEL: 013776 FRAME: 0851

## ASSIGNMENT AGREEMENT

This Assignment Agreement, dated as of November 10<sup>th</sup>, 2002, between LH Medical Products, Inc. 301 East Arrow Highway, Suite 104, San Dimas, CA 91773, (hereinafter, "LH Medical") and Novartis Nutrition Corporation, 1600 Utica Avenue, S. Suite 600, St. Louis Park, MN 55416 (hereinafter, "Novartis Nutrition").

WHEREAS, Novartis Nutrition and LH Medical engaged in discussions regarding a possible licensing and supply arrangement that contemplated LH Medical granting to Novartis Nutrition exclusive worldwide rights to LH Medical's in-line "Y" adapter feeding sets known as the YES sets ("YES sets");

WHEREAS, the parties did not consummate the aforementioned contemplated transaction, and have agreed instead that LH Medical shall sell and assign to Novartis Nutrition, and Novartis Nutrition shall purchase and accept assignment from LH Medical, all of LH Medical's rights, title and interest in (a) the Patents (as defined below) and (b) the Trademarks (as defined below);

WHEREAS, LH Medical is the assignee and legal owner of the entire right, title and interest in United States Patent No. 6,332,467, entitled "Feeding tube spike set with integrated y-port" and United States Patent No. Des. 448,848, entitled "Feeding tube spike set with integrated y-port" (collectively, the "Patents"); and

WHEREAS, LH Medical is the owner of the entire, right, title and interest in and to the YES SET (U.S. Application S.N. 76/394138) and LH MEDICAL PRODUCTS YES SET (U.S. Reg. No. 2532797) trademarks, including registrations and applications therefor, (collectively, the "Trademarks");

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth herein; LH Medical and Novartis Nutrition hereby agree as follows:

1. LH Medical hereby assigns to Novartis Nutrition and its successors and assigns its entire right, title and interest in (a) the Patents, (b) any and all applications for reissues of said Patents, (c) any and all reissues of said Patents that may be issued and/or granted, (d) any and all applications for extensions of said Patents (including reissue patents) and for reexamination certificates for said Patents (including reissue patents), (e) any and all extensions of said Patents (including reissue patents) that may be issued and/or granted and reexamination certificates that may be issued for said Patents (including reissue patents); including the right to bring suit and to obtain damages for past infringement, said right, title and interest conveyed herein by LH Medical to Novartis Nutrition constituting the entire right, title and interest in said applications, patents (including reissue patents), extensions and reexamination certificates and (f) any foreign patent, patent applications, and foreign equivalents of the foregoing.

2. LH Medical does hereby sell, transfer, convey and assign unto Novartis Nutrition LH Medical's entire right, title and interest in and to the Trademarks which are owned by LH Medical throughout the world, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registrations and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, and all convention and treaty rights based on the Trademarks, to be held and enjoyed by Novartis Nutrition for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used fully and entirely as said rights would have held and enjoyed by LH Medical had this assignment and sale

*net*

not been made, together with all claims for damages by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives. LH Medical agrees that neither it nor any of its successors, assigns or other legal representatives will use or apply for any trademarks containing the words "YES SET" in either singular or plural form.

3. In consideration of LH Medical's assignment of the Patents and Trademarks pursuant to the terms of this Agreement, Novartis Nutrition shall pay to LH Medical (the "Purchase Price") within twenty (20) business days after execution of this Agreement by the parties.

4. In further consideration for LH Medical's sale and assignment of the Patents and Trademarks pursuant to this Agreement, Novartis Nutrition agrees to release LH Medical from any and all claims that it has against LH Medical as of the date of execution of this Agreement, whether known or unknown, relating to the YES sets, the contemplated transaction discussed above and/or the related discussions. In further consideration for Novartis Nutrition's payment of the Purchase Price and acceptance of the assignment of the Patents and Trademarks pursuant to this Agreement, LH Medical agrees to release Novartis Nutrition from any and all claims that it has against Novartis Nutrition as of the date of execution of this Agreement, whether known or unknown, relating to the YES sets, the contemplated transaction discussed above and/or the related discussions.

5. No provision of this Agreement may be amended or modified other than by a written document signed by authorized representatives of both parties.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to contracts executed in and to be performed entirely within that State.

7. This Agreement sets forth the entire agreement and understanding of the parties as to the subject matter hereof and supersedes all agreements, proposals, oral or written, and all other communications between the parties with respect to such subject matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized officers.

NOVARTIS NUTRITION CORPORATION

LH MEDICAL PRODUCTS, INC.

By: [Signature]  
Name: KEVIN (SR) HERON  
Title: \_\_\_\_\_

By: [Signature]  
By: LEONARD HUBBSTEIN  
Title: PRESIDENT

[Signature]

Please type a plus sign (+) inside this box

PTO/SB/81 (02-01)

Approved for use through 10/31/2002. OMB 0651-0035

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

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

### POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	09/543,126
Filing Date	April 5, 2000
First Named Inventor	Lonnie M. Hutson
Title	Feeding Tube Spike Set with Integrated Y-Port
Group Art Unit	3764
Examiner Name	Brown, M
Attorney Docket Number	N-32860P1/USN

Patent Number US 6,332,467

I hereby appoint:

Practitioners at Customer Number

Place Customer Number Bar Code Label here

Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

The above-mentioned Customer Number.

OR

Practitioners at Customer Number

Place Customer Number Bar Code Label here

OR

Firm or Individual Name

Address

Address

City

State

Zip

Country

Telephone

Fax

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71. Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

#### SIGNATURE of Applicant or Assignee of Record

Name

Joe Heron

Signature

Date

02/05/03

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

Total of 1 forms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.