03-27-2003 RECO 102401506		J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office		
▼ ▼	▼ ▼	<u> </u>	<b>V</b>	
of Patents and Trademarks:	Please record the attached original	ginal documents or co	py thereof.	
ation	Name and address of Name: Bangs Labor		ies) 	
	Interna! Address:		T B	
attached? Yes V No			MANUE	
Merger Change of Name	Street Address: 902	25 Technology Drive	B SE	
	City: Fishers	State:_ <sup>IN</sup> _Zip	o: 46038 5	
	Additional name(s) & add	ress(es) attached?	Yes 🗸 No	
number(s):				
gether with a new appli	cation, the execution date  B. Patent No.(s) 4,6	e of the application 589,307; 4,714,6	n is: 82; 4,767.206	
	4,774,189; 4,828,984;		68,126; 4,918,	
Additional numbers att	ached? Yes ✔ No	5.089.416; 5.093	5.234: 5.314.82	
om correspondence 6. Total number of applications and patents involved			, , <u> </u>	
mailed:	. 560.00			

To the Honorable Commissioner of Patents and Tradema	arks: Please record the attached original documents or copy thereof.		
Name of conveying party(ies):	Name and address of receiving party(ies)		
Caribbean Microparticles Corporation	Name: Bangs Laboratories, Inc.		
	Internal Address:		
	- B		
Additional name(s) of conveying party(ies) attached? Yes /	No S S		
3. Nature of conveyance:  Assignment Merger	No A S S		
	Street Address: 9025 Technology Drive		
Security Agreement Change of Name	FC 7 5		
Other	the state of the s		
	City: Fishers State: IN Zip: 46038		
Execution Date:	Additional name(s) & address(es) attached? Yes V No		
4. Application number(s) or patent number(s):			
	pplication, the execution date of the application is:		
A. Patent Application No.(s)	B. Patent No.(s) 4,689,307; 4,714,682; 4,767.206 4,774,189; 4,828,984; 4,857,451; 4,868,126; 4,918,		
	5.073.497: 5.073.498: 5.084.39		
	rs attached? Yes No 5,089,416; 5,093,234; 5,314,82		
5. Name and address of party to whom correspondent concerning document should be mailed:			
Name: C. John Brannon	7. Total fee (37 CFR 3.41)\$_560.00		
Bingham McHale LLP Internal Address:	Enclosed		
2700 Market Tower	Authorized to be charged to deposit account		
10 West Market Street			
	8. Deposit account number:		
Street Address:	50-0410		
	_		
City: Indianapolis State: IN 7in: 46204			
City: Indianapolis State: IN Zip: 46204	SE THIS SPACE		
	ISE THIS SPACE		
DO NOT U	ISE THIS SPACE		
9. Signature.			
DO NOT U	March 21, 2003 Date		

03/26/2003

Form PTO-1595 (Rev. 10/02) 3 26-83 OMB No. 0651-0027 (exp. 6/30/2005)

01/ FC:8021 560.00 CH

> **PATENT** REEL: 013868 FRAME: 0852

# ASSIGNMENT OF PATENTS

WHEREAS, Caribbean MicroParticles Corporation (CMPC), a corporation existing under the laws of Puerto Rico, having a place of business at Ave Hostos 515, Suite 3A, Hato Rey, Puerto Rico, USA 00918, hereinafter generally referred to as "ASSIGNOR," is the owner of certain new and useful inventions listed on the attached Exhibit A, including U.S. and foreign patents and patent applications (hereafter, "patents and patent applications"),

WHEREAS, Bangs Laboratories, Inc., an Indiana corporation having an address of 9025 Technology Drive, Fishers, Indiana USA 46038 hereinafter generally referred to as "ASSIGNEE," is desirous of acquiring said inventions, patents and patent applications identified on Schedule A.

WHEREAS, Assignor and Assignee acknowledge that to the extent there is any inconsistency between this Assignment of Patents and the terms of the Asset Purchase Agreement between the Buyer and Seller, the terms of the Asset Purchase Agreement shall be controlling.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, CMPC, the undersigned ASSIGNOR, hereby agrees to sell, assign, transfer and convey and by these presents does sell, assign, transfer and convey unto Bangs Laboratories, Inc, the above-named ASSIGNEE, the whole and entire right, title and interest

in those inventions described in the patents listed on Schedule A, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the patent applications listed on Schedule A and any and all related United States and foreign patent applications disclosing said inventions, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent applications under any treaty relating thereto;

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof; and

together with all claims for damages by reason of past infringement of said patents with the right to sue for and collect the same for its own use and benefit or for the use and benefit of its legal representatives;

said inventions, patents and patent applications to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patents may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this

PATENT REEL: 013868 FRAME: 0853 assignment and sale not been made; and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patents and patent applications hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNOR.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been made or will be made or entered into which would conflict with this Assignment.

CARIBBEAN MICROPARTICLES CORPORATION

Abraham Schwartz President

Date: 1/44 9, 2000

#### BILL OF SALE

Caribbean MicroParticles Corporation ("Seller") and Abraham Schwartz, Ph.D. ("Shareholder") do hereby sell, transfer, assign and convey unto Bangs Laboratories, Inc. ("Buyer") all tangible and intangible property used in connection with the business of Caribbean MicroParticles Corporation that are listed on Exhibit A attached hereto.

The assets listed on this Bill of Sale, and the Exhibit attached hereto, are herein referred to collectively as the "Assets".

Seller and Shareholder covenant and warrant that (i) Seller is the lawful owner of the Assets and shall defend title to the Assets against the claims and demands of all persons; (ii) the Assets are free from all liens, claims, charges and encumbrances; and (iii) Seller has the right to sell the Assets.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Bill of Sale, effective as of 12:01 a.m., Indianapolis, Indiana time, on  $M_{AY} = 9$ , 2000.

SELLER:

CARIBBEAN MICROPARTICLES CORPORATION

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m Bv:}$   ${\cal O}$ 

Abraham Schwartz, Ph.D., President

SHAREHOLDER:

Abraham Schwartz, Ph.D.

471413/0397-19661

PATENT REEL: 013868 FRAME: 0855

### ATTACHMENT TO EXHIBIT A

# LIST OF PATENTS, PATENT APPLICATIONS AND TRADEMARKS

### U.S. Patent Numbers:

4,689,307

4,714,682

4,767,206

4,774,189

4,828,984

4,857,451

4,868,126

4,918,004

5,073,497

5,073,498

5,084,394

5,089,416

5,093,234

5,314,824

5,380,663

5,837,547

## Foreign Patent Numbers:

Japan 1953186 Belgium 259137 Germany P3770894.5 Netherlands 259137

United Kingdom

259137

United Kingdom

Application No. 96945415.6 Application No. 96945415.6

Germany Italy

Application No. 96945415.6

Netherlands

Application No. 96945415.6

# U.S. Registered Trademarks

FCSC ... the corporation that sets the Standards®and design Reg. No. 1,728,350

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QC Windows®

Reg. No. 1,681,020 Reg. No. 1,886,483\*\*

Simply Cellular®

Reg. No. 1,591,545

470966.5

PATENTS 5/8/00 REEL: 013868 FRAME: 0856 /c

**RECORDED: 03/26/2003**