

Docket No.: 20518/42 (S-8446)

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): James L. Carlyon, Steve Earhart and Eugene E. Weibacher

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

Name: Sherwood Services AG

Address: Bahnhofstrasse 29

Additional names(s) of conveying party(ies) [ ] Yes [x] No

3. Nature of conveyance:

- [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other

City: Schaffhausen State/Prov.:

Country: Switzerland ZIP: CH-8201

Execution Date: June 30, 2003 & July 1, 2003

Additional name(s) & address(es) [ ] Yes [x] 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:

Patent Application No. 10/609,304 Filing date June 27, 2003

B. Patent No.(s)

Additional numbers [ ] Yes [x] No

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

Name: Mark S. Leonardo, Esq.

Registration No. 41,433

Address: Brown Rudnick Berlack Israels LLP

One Financial Center

City: Boston State/Prov.: MA

Country: US ZIP: 02111

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

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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.

Mark S. Leonardo, Esq. (Reg. No. 41,433)

Name of Person Signing

Signature

October 20, 2003

Date

3

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PATENT

Attorney Docket No. 20518/42 (S-8446)

ASSIGNMENT AND AGREEMENT

For and in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, We, **James L. Carlyon**, of 1254 Pine Street, Leadwood, MO 63653, **Steve Earhart**, 1014 Elvado, St. Louis, MO 63126 and **Eugene E. Weilbacher**, of 16488 Dapple Gray Court, Chesterfield, MO 63005 have sold, assigned and transferred, and do hereby sell, assign and transfer, unto **Sherwood Services AG**, having a principal office at Bahnhofstrasse 29, CH-8201 Schaffhausen, SWITZERLAND (hereinafter "ASSIGNEE") and its successors and assigns, the entire right, title and interest in and to certain inventions relating to improvement in **SAFETY NEEDLE SHIELD APPARATUS**, with application serial number to be determined, together with the entire right, title and interest in and to said application, and in and to Letters Patent which may be issued upon said application, and any divisions, extensions, continuations or reissues thereof.

We hereby also sell, assign and transfer unto ASSIGNEE the entire right, title and interest in and to said invention and in and to applications for Letters Patent therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of said invention and said applications for Letters Patent in foreign countries, and I further authorize ASSIGNEE to apply for Letters Patent in foreign countries directly in its own name, and to claim priority of the filing date of the application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

We agree that, when requested, we will, without charge to ASSIGNEE, but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in ASSIGNEE, its successors, assigns and legal representatives or nominees.

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We covenant to ASSIGNEE, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

James L. Carlyon  
James L. Carlyon

June 30, 2003  
Date

Gregory A. Steube  
Witness

June 30, 2003  
Date

Steve Earhart  
Steve Earhart

June 30, 2003  
Date

Clyfford R. Sperran  
Witness

June 30, 2003  
Date

Eugene E. Weilbacher  
Eugene E. Weilbacher

July 1, 2003  
Date

Mary K. Thompson  
Witness

July 1, 2003  
Date

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