

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		RECORDATION FORM COVER SHEET PATENTS ONLY		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): Viasys Healthcare Inc. Thermedics Polymer Products, LLC Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: Noveon IP Holdings Corp. Internal Address: Street Address: 9911 Brecksville Road City: Cleveland State: OH Zip: 44141-3247 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: 10/03/2003		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) 5,254,662 issued October 19, 1993 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Catherine A. Bartel Internal Address: Noveon, Inc. Legal Department Street Address: 9911 Brecksville Road City: Cleveland State: OH Zip: 44141-3247		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 50-1501			
DO NOT USE THIS SPACE					
9. Signature. Catherine A. Bartel Catherine A. Bartel 3/3/04 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: 7					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 501501 5254662

Execution Copy

ASSIGNMENT OF PATENTS

This Assignment of Patents (this "Assignment") is made as of the 3rd day of October, 2003, by and among Noveon IP Holdings Corp., an Illinois corporation ("Assignee") and a subsidiary of Noveon, Inc., a Delaware corporation ("Noveon"), Viasys Healthcare Inc., a Delaware corporation, and Thermedics Polymer Products, LLC, a Delaware limited liability company (each, an "Assignor" and collectively, "Assignors").

RECITALS:

A. Assignors and Noveon are parties to an Asset Purchase Agreement (the "Purchase Agreement") dated as of September 23, 2003 providing, among other things, for the assignment by Assignors to Noveon or its designee of all of Assignors' right, title and interest in and to certain inventions, patent applications and patents of the United States of America and in certain other foreign countries, as described in Schedule A hereto (the "Patents");

B. Noveon has designated Assignee to acquire the Patents from Assignors;
and

C. The parties hereto desire to provide for the assignment of such right, title and interest to Assignee in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and satisfaction of their respective obligations under the Purchase Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment. Each Assignor does hereby convey, sell, transfer, assign and deliver unto Assignee and its designees, successors and assigns, all of its worldwide right, title and interest in and to the Patents described in Schedule A in the United States of America and its territorial possessions and in any and all foreign countries, including all claims for past infringement, together with any and all causes of action, and to all Patents or similar legal protection in the United States of America and its territorial possessions and in any and all foreign countries to be obtained for said patent properties and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all rights of priority, all rights to publish cautionary notices reserving ownerships of said inventions and all rights to file to register said inventions in appropriate registries.

2. Further Assurances. Assignors shall from and after the date hereof, upon the reasonable request and expense of Assignee and its designees, successors, assigns and legal representatives, cooperate in any interference or litigation relating to the Patents and their equivalents in any foreign country, and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and perfect such rights, title, and interest in Assignee, its designees,

successors, assigns and legal representatives for such Patents and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

3. Governing Law. This Assignment shall be subject to, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts without regard to the conflict of laws provisions thereof.

4. Governing Documents. The rights and obligations of the parties are set forth in the representations, warranties, covenants, indemnities, agreements and other terms and provisions of the Purchase Agreement. Such rights and obligations shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNEE:

Noveon IP Holdings Corp.

By: Joe A. Powell
Name: Joe A Powell
Title: Senior Counsel IP

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 3rd day of October, 2003, before me a notary public, personally came Joe A. Powell, Senior Counsel IP of the Assignee above-named, who acknowledged that he did execute the foregoing Assignment, that he was duly authorized to do so, and that the same was his free act and deed and the free act and deed of said corporation.

Elizabeth L. Hyde
Notary Public

ELIZABETH HYDE
Notary Public - State of Ohio
Qualified in Summit County
Commission Expires June 11, 2008

ASSIGNOR:

Viasys Healthcare Inc.

By: Frank J. McCauley
Name: Frank J. McCauley
Title: SE. VP Bus. Dev.

COMMONWEALTH OF PENNSYLVANIA
STATE OF _____)
COUNTY OF PHILADELPHIA) SS:

On this 2nd day of October, 2003, before me a notary public, personally came Frank J. McCauley, SE. VP Bus. Dev. of the Assignor above-named, who acknowledged that he did execute the foregoing Assignment, that he was duly authorized to do so, and that the same was his free act and deed and the free act and deed of said corporation.

Loreena Kay Tinneny
Notary Public

Notarial Seal
Loreena Kay Tinneny, Notary Public-
City Of Philadelphia, Philadelphia County
My Commission Expires Apr. 15, 2007

Member, Pennsylvania Association Of Notaries

ASSIGNOR:

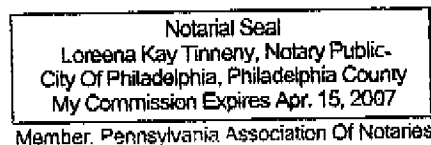
Thermedics Polymer Products, LLC

By: Wesley N. Riemer
Name: WESLEY N. RIEMER
Title: TREASURER

COMMONWEALTH OF PENNSYLVANIA
STATE OF _____)
COUNTY OF PHILADELPHIA) SS:

On this 2nd day of October, 2003, before me a notary public, personally came Wesley N. Riemer, TREASURER of the Assignor above-named, who acknowledged that he did execute the foregoing Assignment, that he was duly authorized to do so, and that the same was his free act and deed and the free act and deed of said corporation.

Lorena Kay Tinnery
Notary Public



SCHEDULE A**Patent:**

Country	Patent Number	Title
United States	5,254,662	Biostable Polyurethane Products

Patent Applications:

Country	Patent Application Number	Title	Ownership
United States	10/136,198	Method for Preparing Laminating Materials	Thermedics co-owned with co-inventors James Touchette and Richard Barnes
United States	60/422,032	Multilayered Film Having Biocompatibility and Biostability Characteristics	Thermedics
United States	60/425,970	Polyurethane Having Flame Retardant Characteristics	Thermedics

In Process Patent Applications:

Country	Patent Application Number	Title	Ownership
United States	Not Yet Filed	Shape Memory Composition	Assignment to be obtained by Buyer from inventors Anthony Walder and Debra Cox upon filing of application by Buyer.

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PTO/SB/97 (08-03)

Approved for use through 07/31/2006. OMB 0651-0031

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

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I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office

on 3/3/04
Date

Catherine A. Bartel

Signature

Catherine A. Bartel

Typed or printed name of person signing Certificate

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Attachments: Recordation Form Cover Sheet Patents Only
Assignment of Patents

This collection of information is required by 37 CFR 1.8. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 1.8 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing this form, call 1-800-PTO-0100 and select option 2.

PATENT
REEL: 014384 FRAME: 0771

Catherine A. Bartel
Legal Department

Noveon, Inc.
9911 Brecksville Road
Cleveland, Ohio 44141-3247
Telephone: 216-447-5930
Facsimile: 216-447-5933



Fax

To:	From: Cathy Bartel
Mail Stop Assignment Recordation Services Commissioner for Patents & Trademarks	Pages: 9
Fax: 8-703-306-5995	Date: March 3, 2004

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