

09-29-2003



102560601

VER SHEET

..LY

Commissioner for Patents: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies):

Portex Limited
765 Finchley Road
London NW 11 8DS
United KingdomAdditional name(s) attached? ☐ Yes ☒ No

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

Mentor Medical Limited
Peter Road
Unit 7
Lancing, West Sussex BN15 8TJ
England2003 SEP 25 AM 7:13
OPR/FINANCE

3. Nature of conveyance:

- ☐ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☒ Other: Corrective Assignment to remove assignee Portex Limited

Execution Date: May 3, 2002

Additional names/addresses attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): 09/985,102; 09/932,116; 6,066,120; 09/703,643; 4,868,024; 09/793,075; D398990; D398991; D337382; and D304496

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No(s):

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

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

ELIZABETH N. KAYTOR, PH.D.
Fish & Richardson P.C., P.A.
60 South Sixth Street
Suite 3300
Minneapolis, MN 55402

6. Total number of applications/patents involved: 10

7. Total fee (37 CFR §3.41): \$400 (10 at \$40 each)

- ☐ Enclosed
☒ Authorized to charge Deposit Account.

8. Deposit Account No.: 06-1050

Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

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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.*

Elizabeth N. Kaytor, Ph.D.

Reg. No. 53,103

Name of Person Signing

Signature

Date

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Total number of pages including coversheet, attachments and document: 18

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I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Mail Stop Assignment Recordation Services, Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

September 17, 2003
Date of Deposit

Signature

Theresa M. J. Popehn
Typed Name of Person Signing CertificatePATENT
REEL: 014515 FRAME: 0533

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0355-02 and 0356-02

Form PTO-1595 (modified)
(Rev. 03/01)
OMB No. 0651-0027

EET

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):

Smiths Group PLC

Simcare Manufacturing Limited

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

PORTEX LIMITED
765 Finchley Road
London NW11 8DS
United Kingdom

MENTOR MEDICAL LIMITED
Unit 7
Peter Road
Lancing
West Sussex BN15 8TJ
United Kingdom

OCT - 8 2002

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

3. Nature of conveyance:

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

Execution Date: May 3, 2002

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

4. Application number(s) or patent number(s): U.S. Design Patent Nos. 304,496, 398,990, 398,991 and 337,382; U.S. Patent Nos. 6,066,120, and 4,868,024; and U.S. Patent Appln. Nos. 09/985,102, 09/932,116, 09/793,075 and 09/703,643

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)

Additional numbers attached? ☐ Yes ☒ No

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

John T. Callahan, Esq.
SUGHRUE MION, PLLC
2100 Pennsylvania Avenue, N.W.
Suite 800
Washington, D.C. 20037-3213

6. Total number of applications and patents involved:

10

7. Total fee (37 CFR 3.41): \$400.00 (10 @ \$40 ea.)

☐ Enclosed.☒ Authorized to be charged to Deposit Account No. 19-4880.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

8. Deposit Account Number:

19-4880

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


10/21/2002 TDIAZI 00000232 194880 304496

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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 T. Callahan

Reg. No. 32,607

October 16, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 15

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

Commissioner of Patents & Trademarks

Box Assignment

Washington, D.C. 20231

PATENT
REEL: 014515 FRAME: 0534

DATED

3rd May

2002

SMITHS GROUP PLC

- and -

SIMCARE MANUFACTURING LIMITED
(formerly H G Wallace Limited)

PORTEX LIMITED

- and -

MENTOR MEDICAL LIMITED

PATENT & DESIGN ASSIGNMENT

I hereby certify
this to be a true
copy.



R.E. Skone James

LAYTONS
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0LS

Tel: 020 7842 8000 Fax: 020 7842 8080
E-mail: london@laytons.com

Ref: EXG/232049

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THIS DEED is made on

3rd May

2002

BETWEEN

- (1) **SMITHS GROUP PLC** (registered no. 137013) and **SIMCARE MANUFACTURING LIMITED** (formerly **H G Wallace Limited**) (registered no. 01011331) whose registered office is at 765 Finchley Road London NW11 8DS United Kingdom ("the Assignor"); and
- (2) **PORTEX LIMITED** (registered no. 362847) whose registered office is at 765 Finchley Road London NW11 8DS ("the Vendor")
- (3) **MENTOR MEDICAL LIMITED** (registered no. 4318120) whose registered office is at The Woolpack Church Street Wantage Oxfordshire OX42 8BL ("the Assignee")

WHEREAS

Pursuant to the Business Sale Agreement the Vendor agreed to transfer or procure the transfer from the relevant member of the Vendor's Group certain assets and intellectual property rights including, inter alia, the Patents, the Patent Applications and the Registered Designs to the Assignee

NOW THIS DEED WITNESSES that:

1. DEFINITIONS

1.1 Definitions

Save as provided below the definitions set out in the Business Sale Agreement shall apply in this Deed including the recital but otherwise:

"Business Sale Agreement" means the agreement of even date herewith made between the Vendor and Smiths Deutschland GmbH (1), the Assignee and Porges GmbH (2) and Mentor Corporation (3) for the sale and purchase of the ostomy and urology business units of the

Vendor including, inter alia, the Patents and the Applications;

"Patent Applications" means the pending patent applications as indicated in Schedule 1;

"Patents" means the patents indicated as granted in Schedule 1;

"Registered Designs" means the design registrations as indicated in Schedule 2

1.2 Interpretation

In this Deed (unless the context requires otherwise):

1.2.1 any gender includes a reference to the other genders;

1.2.2 any reference to a "person" includes a natural person, partnership, company, body corporate, association, organisation, government, state, foundation and trust (in each case whether or not having separate legal personality);

1.2.3 any reference to the recital, a Clause or Schedule is to the recital, a Clause or Schedule (as the case may be) of or to this Deed;

1.2.4 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

1.3 Headings

The Clause headings in this Deed are included for the purposes of convenience only and do not affect the interpretation of this Deed

2. ASSIGNMENT

Pursuant to the Business Sale Agreement and for the relevant part of the Consideration set out in the Business Sale Agreement apportioned to the Utilised IP Rights the Assignor hereby assigns to the Assignee with full title guarantee free from all liens, charges, encumbrances and other adverse interests affecting its ownership or right to transfer:

2.1.1 all its right title and interest in and to:

(a) the Patents;

(b) the Patent Applications to the intent that the grant of any patents thereon shall be in the name of and vest in the Assignee; and

(c) the Design Registrations

together with all the Assignor's rights and powers (statutory, common law or otherwise) arising or accrued therefrom including the right to take legal action for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the Patents or Design Registrations or accompanying any application therefor or accompanying any Patent Applications whether prior to or after the date hereof (but provided always that any licence fee accrued up to the date of this Deed shall be retained by the Assignor);

- 2.1.2 so far as the Assignor may assign the same, such rights as the Assignor may have to apply for prosecute and obtain patent or similar protection throughout the world in respect of the matters claimed in the Patents, Patent Applications and the Design Registrations including the right to claim priority therefor to the intent that the grant of any patents registered design or similar protection shall be in the name of and vest in the Assignee

3. FURTHER ASSURANCE

3.1 Execution of Documents

The Assignor further agrees and undertakes that it shall do or procure to be done all such acts and things and execute or procure the execution of all such other documents as the Assignee may (at the Assignee's cost excluding the cost of the Assignor's time) from time to time reasonably require effectively to vest the ownership of the Patents and the rights of the Assignor in the Applications in the Assignee free from liens, charges, options, encumbrances or adverse rights affecting the Assignor's ownership or right to dispose of the same or otherwise for the purpose of giving the Assignee the full benefit of the provisions of this Deed

3.2 Assistance with Proceedings

The Assignor agrees and undertakes to provide to the Assignee (at its request and cost excluding the cost of the Assignor's time) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Patents or Patent Applications and Registered Design subject always to the Assignee first indemnifying the Assignor to its reasonable

satisfaction against any liability (including any award of costs) which the Assignor may thereby incur.

3.3 Procurement to Assign

If the Assignor is not the registered proprietor of any of the Patents or the applicant in respect of the Applications, the Vendor shall procure that the registered proprietor(s) of the relevant Patents and the Registered Designs and applicant(s) in respect of the Patent Applications shall enter into an assignment in favour of the Assignee on the same terms as set out in this Agreement

4. LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the English courts

5. WARRANTIES

Nothing in this Deed implies any warranty or representation not expressly set out in Schedule 6 to the Business Sale Agreement, subject to the limitations set out in that Agreement.

IN WITNESS this Deed has been executed and delivered by the parties on the date first above written

SCHEDULE 1
Patents and Patent Applications

**Ostomy & Urology
Patents
30th April 2002**

File Ref	Country	No	Status	Official Title
9807446	United Kingdom	2324761	granted	Medico-Surgical Bag
	Australia	738920	granted	
	Europe	875220	pending	
	Japan	109569/98	pending	
	USA	6066120	granted	
9212092	United Kingdom	2257056	granted	Medico-Surgical & Sanitary Articles & Materials
	Germany	518519	granted	
	Denmark	518519	granted	
	France	518519	granted	
8827921	United Kingdom	2213728	granted	Collection Bags
	Germany	P3839434	granted	
8719680	United Kingdom	2195919	granted	Medico-Surgical Articles, Materials and Methods
	USA	4868024	granted	
0125619	United Kingdom	0125619.7	pending	WC Disposable Articles
	Germany	10157265.4	pending	
	France	0115196	pending	
	USA	09/985,102	pending	
0119409	United Kingdom	0119409.1	pending	Ostomy Bags
0119407	United Kingdom	0119407.5	pending	Ostomy Bags
	Europe	1181910	pending	
	Japan	246916/2001	pending	
	USA	09/932,116	pending	
0104817	United Kingdom	2360947	pending	Ostomy Bags
	Europe	1129680	pending	
	Japan	54031/2001	pending	
	USA	09/793,075	pending	
0100280	United Kingdom	0112036.9	pending	Disposable Materials and Articles
0024953	United Kingdom	2357295	pending	Disposal Means
	Europe	1099751	pending	
	Japan	317299/2000	pending	
	USA	09/703,643	pending	
9801326	Australia	722368	granted	Urine Bag Assemblies
	Japan	31022/98	pending	

All patents and applications filed in the name of Smiths Group plc (or previous name Smiths Industries PLC) except US applications filed in name of inventor(s) and subsequently assigned to Smiths Group plc/Smiths Industries PLC

[\\SICHQB\\DATA\\PATENTSMISC\\ostomy urology schedule.doc]

SCHEDULE 2
Design Registrations

Simcare - Ostomy
Registered Designs currently in force
30 April 2002

File No	Title	Country	Reg No
2060982	Mirage Bag - Closed	GB	2060982
2060982	Mirage Bag - Closed	USA	398990
2060982	Mirage Bag - Closed	Germany	M9701449.4
2060981	Mirage Bag - Open	GB	2060981
2060981	Mirage Bag - Open	USA	398991
2060981	Mirage Bag - Open	Germany	M9701426.5

Urology
Registered Designs currently in force
30 April 2002

File No	Title	Country	Reg No
2002016	Tri-Form Bag Production	GB	2006309
2002016	Tri-Form Bag Production	Denmark	0798/1991
2002016	Tri-Form Bag Production	Spain	121942
2002016	Tri-Form Bag Production	Benelux	19989-00
2002016	Tri-Form Bag Production	Italy	58403
2002016	Tri-Form Bag Production	France	287136
2002016	Tri-Form Bag Production	Sweden	49434
2002016	Tri-Form Bag Production	USA	337382
2002016	Tri-Form Bag Production	Norway	69120
2002016	Tri-Form Bag Production	Ireland	8864
1004496	Femicep Female Urinal	USA	304496

EXECUTED AS A DEED

by **SMITHS GROUP PLC**

acting by a director

and secretary or two directors

Authorised Signatory

Director:

Name (please print):

Spencer
ADAM JONES

Authorised Signatory

~~Director/Secretary:~~

Name (please print):

Anthony Woods
ANTONY WOODS

EXECUTED AS A DEED

by **SIMCARE MANUFACTURING**

LIMITED (formerly H G Wallace

Limited

acting by a director

and secretary or two directors

Authorised Signatory

Director:

Name (please print):

Spencer
ADAM JONES

Authorised Signatory

~~Director/Secretary:~~

Name (please print):

Anthony Woods
ANTONY WOODS

EXECUTED AS A DEED

by **PORTEX LIMITED**

acting by a director

and secretary or two directors

Authorised Signatory

Director:

Name (please print):

Spencer
ADAM JONES

Authorised Signatory

~~Director/Secretary:~~

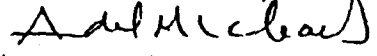
Name (please print):

Anthony Woods
ANTONY WOODS

EXECUTED AS A DEED
by **MENTOR MEDICAL LIMITED**
acting by a director
and secretary or two directors

)
)
)
)
Director:

Name (please print):  JEAN - LOUIS GAUTHIER

Director/Secretary: 
Name (please print): ADEL MICHAEL