

Form PTO-1595 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S.P. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)/Execution Date(s):

Sero-Guard Corporation

Execution Date(s) May 3, 2004

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

### 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: Medex, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2231 Rutherford Road

City: Carlsbad

State: California

Country: USA Zip: 92008

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

### 4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,322,517; 5,328,482; 5,458,658; 5,611,781;  
5,662,610

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kurt L. Grossman

Internal Address: Wood, Herron & Evans, LLP

Street Address: 2300 Carew Tower

441 Vine Street

City: Cincinnati

State: Ohio Zip: 45202-2917

Phone Number: 513-241-2324

Fax Number: 513-241-6234

Email Address: kgrossman@whepatent.com

### 6. Total number of applications and patents involved:

5

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

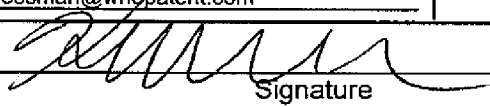
### 8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 23-3000

Authorized User Name Kurt L. Grossman

### 9. Signature:



Signature

August 6, 2004

Date

Kurt L. Grossman

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$200.00 233000 5322517

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PATENT  
REEL: 014972 FRAME: 0651

### **Sero-Guard Patent Assignment**

**WHEREAS**, Sero-Guard Corporation, a Canadian Corporation having a place of business at 225 Metcalfe Street, Suite 700, Ottawa K2P 1P9 Canada ("Sero-Guard") entered into an Agreement dated as of May 3, 2004 (the "Purchase Agreement"), with Medex, Inc., an Ohio corporation, having a place of business at 2231 Rutherford Road, Carlsbad, CA 92008 ("Medex"), and ) John C. Kulli, M.D., an individual residing at 6908 Benedict Beach, Hamlin, NY 14464 ("Dr. Kulli"); and

**WHEREAS**, pursuant to the Purchase Agreement, Sero-Guard agreed to sell, assign and transfer to Medex all worldwide right, title and interest in and to the certain patent properties, including United States Patent Nos. 5,322,517; 5,328,482; 5,458,658; 5,611,781; and 5,662,610 and all continuations, continuations-in-part, divisions, predecessor applications or patents, reissues, reexaminations, refilings, certification, or other patents or applications corresponding to or derived from any of the foregoing, whether United States or foreign (including but not limited to Canadian Patent No. 2,033,361; Canadian Patent Application Nos. 2,044,818; 2,045,691; and 2,178,119; Mexican Patent No. 180538; Australian Patent No. 649,218; Japanese Patent no. 2935562; and European Patent No. 0456694 B1 including as validated in UK, France, Italy, Spain and Germany, the latter as German Patent No. 69023124.5), whether currently or previously pending or issued, or subsequently filed or obtained (the foregoing collectively, "the Patent Rights"); and

**WHEREAS**, Dr. Kulli claims to have certain licensable rights in the Patent Rights which he has agreed to sell to Medex; and

**WHEREAS**, the Patent Rights may be subject to one or more Prior Licenses as defined in the Purchase Agreement.

**NOW, THEREFORE**, for ten dollars and other good and valuable consideration, receipt and sufficiency of which is acknowledged, Sero-Guard and Dr. Kulli do hereby sell, assign and transfer to Medex, free and clear of all liens and encumbrances, and subject to the Prior Licenses, all right, title and interest throughout the world in and to the Patent Rights, and in and to the subject-matter disclosed in said Patent Rights, including all Letters Patent issued or to be obtained thereon, including all rights and interests with priority rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other Convention or Union for each country of said Convention or Union; including the right to recover for past infringements thereof. Sero-Guard and Dr. Kulli further authorize and request that all Letters Patent granted on said Patent Rights and all future patents granted upon the subject-matter disclosed therein be issued to Medex, its legal representatives and assigns. Sero-Guard and Dr. Kulli shall execute, or cause to be executed, all proper papers and take all proper actions reasonably necessary to affect the transfer contemplated hereby.

**IN WITNESS WHEREOF**, Sero-Guard and Dr. Kulli have executed this Assignment as of the 3<sup>rd</sup> day of May 2004.

Sero-Guard Corporation

By: [Signature]  
Signature

RICHARD C. SIRCOM  
Printed Name

TECHNICAL DIRECTOR  
Title

Province  
State of Nova Scotia )  
County of Canada ) ss.

The foregoing was subscribed and sworn to before me this 14<sup>th</sup> day of July, 2004, by  
RICHARD C. SIRCOM, as TECHNICAL DIRECTOR of Sero-Guard Corporation.  
Printed Name Title

Witness my hand and official seal.

(Notarial Seal)

[Signature]  
NOTARY PUBLIC  
My Commission Expires N/A

John C. Kulli, M.D.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by John C. Kulli, M.D.

Witness my hand and official seal.

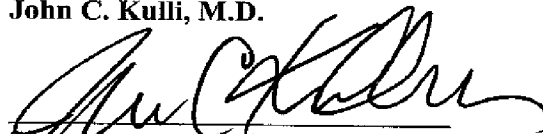
(Notarial Seal)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

**Sero-Guard Corporation**By: \_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
TitleState of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.The foregoing was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by  
\_\_\_\_\_, as \_\_\_\_\_ of Sero-Guard Corporation.  
Printed Name Title

Witness my hand and official seal.

(Notarial Seal)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_**John C. Kulli, M.D.**  
SignatureState of New York )  
County of Monroe ) ss.The foregoing was subscribed and sworn to before me this 28 day of July, 2004, by John C. Kulli, M.D.

Witness my hand and official seal.

(Notarial Seal)

  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_PATRICIA J. FALZONE  
Notary Public, State of N.Y. Monroe Co.  
My Commission Expires Dec. 31, 2005  
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