

03-17-2004

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp 4/94)
M&G- 14485.155US01

R



102696964

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Customer No. 23552

3-15-04

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>James Marrs Mark Faust Steve Cote</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Smiths Medical MD, Inc. 1265 Grey Fox Road St. Paul, MN 55112</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
--	--

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: February 3, 2004

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)
10/705,736	

Additional numbers attached? Yes No

OFF/FINANCE
MAR 15 AM 7:55

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Robert A. Kalinsky Address: Merchant & Gould P.C. P.O. Box 2903 Minneapolis, MN 55402-0903</p>	<p>6. Total number of applications and patents involved: 1.</p> <p>7. Total fee (37 CFR 3.41): \$40.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725</p>
--	---

DO NOT USE THIS SPACE

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.

<p>Robert A. Kalinsky Name of Person Signing</p>	 Signature	<p>March 9, 2004 Date</p>
--	---------------	-------------------------------

Total number of pages including cover sheet, attachments, and document: 4.

Do not detach this portion

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

Mail Stop Assignment Recordation Services
Director - U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

03/16/2004 MBETACHE 00000053 10705736

01 FC:0021 40.00 DP

PATENT
REEL: 015071 FRAME: 0822

ASSIGNMENT

WHEREAS, we, James Marrs, residing at 1748 Chatham Avenue, Arden Hills, Minnesota 55112/USA, Mark Faust, residing at 196 White Pine Road, Lino Lakes, Minnesota 55014/USA, and Steve Cote, residing at ~~570 Wildwood Lane~~, ^{1314 Carnelian St. N. S.C.} Stillwater, Minnesota 55082/USA, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on November 10, 2003, application Serial No. **10/705,736** which is entitled **Subcutaneous Infusion Device and Method**.

AND WHEREAS, Smiths Medical MD, Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 1265 Grey Fox Road, St. Paul, Minnesota 55112 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be

necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of Feb, 2004.
James Marris
James Marris

STATE OF Minnesota)
) ss.
COUNTY OF Ancker)

On this 3 day of February, 2004, before me personally appeared James Marris to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Christie M Canniff
Notary Public



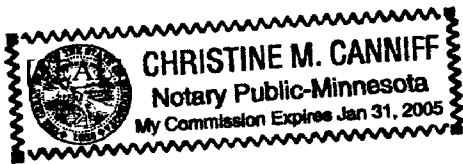
IN TESTIMONY WHEREOF, I have hereunto set my hand this 03 day of

Feb, 2004.

Mark Faust
Mark Faust

STATE OF Minnesota)
COUNTY OF Ancker) ss.

On this 3 day of February, 2004, before me personally appeared Mark Faust to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



Christie Mannuff
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of

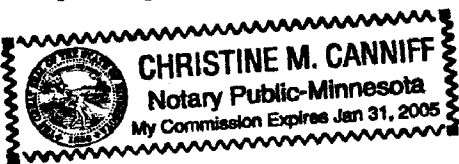
Feb., 2004.

Steve Cote
Steve Cote

STATE OF Minnesota)
COUNTY OF Ancker) ss.

On this 3 day of February, 2004, before me personally appeared Steve Cote to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



Christie Mannuff
Notary Public