

09-08-2004

8/6/04

Form PTO-1595 (Rev.0 6/04)
OMB No. 0851-0027 (exp. 6/30/2005)



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

R

102768556
PATENTS ONLY

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

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

John C. Kull, M.D.

Execution Date(s) May 3, 2004

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

A. Patent Application No.(s)
60/544,843

This document is being filed together with a new application.

B. Patent No.(s)
4,929,241; 4,904,242

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@whipatent.com

6. Total number of applications and patents involved:

3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- 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) 398-5995, or mailed to: Mail Stop Assignment Recordation Services Director of the USPTO, P.O. Box 1480, Alexandria, V.A. 22313-1480

09/08/2004 MGETACHE 00000196 233000 60544843

01 FC:8021 120.00 DA

Kulli Patent Assignment

WHEREAS, John C. Kulli, M.D., an individual residing at 6908 Benedict Beach, Hamlin, NY 14464 ("Dr. Kulli") 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 Sero-Guard Corporation, a Canadian Corporation having a place of business at 225 Metcalfe Street, Suite 700, Ottawa K2P 1P9 Canada ("Sero-Guard"); and

WHEREAS, pursuant to the Purchase Agreement, Dr. Kulli 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. 4,929,241 and 4,904,242, and United States Patent Application No. 60/544,843 filed February 13, 2004, and all continuations, continuations-in-part, divisions, predecessor applications or patents (excepting as related to U.S. Patent No. 4,904,242), reissues, reexaminations, refilings, certification, or other patents or applications corresponding to or derived from any of the foregoing, whether United States or foreign, whether currently or previously pending or issued, or subsequently filed or obtained (the foregoing collectively, "the Patent Rights"); and

WHEREAS, Sero-Guard claims to have certain licensable rights in the Patent Rights which it 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, Dr. Kulli and Sero-Guard 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. Dr. Kulli and Sero-Guard 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. Dr. Kulli and Sero-Guard 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, Dr. Kulli and Sero-Guard have executed this Assignment as of the 3rd day of May 2004.

John C. Kulli, M.D.

John C. Kulli
Signature

State 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)

Patricia Falzone
NOTARY PUBLIC
My Commission Expires _____

PATRICIA J. FALZONE
Notary Public, State of N.Y. Monroe Co.
My Commission Expires Dec. 31, 2005
4691202 01 FA

Sero-Guard Corporation

By: _____
Signature

Printed Name

Title

State 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. Kull, M.D.

Signature

State of _____)
) ss.
County of _____)

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

Witness my hand and official seal.

(Notarial Seal)

NOTARY PUBLIC
My Commission Expires

Sero-Guard Corporation

By: [Signature]
Signature

Richard C. Sircom
Printed Name

TECHNICAL DIRECTOR
Title

^{Province}
State of New Scotia)
) ss.
County of Canada)

The foregoing was subscribed and sworn to before me this 15th day of July, 2004, by RICHARD 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.