

Docket No.: P-5311

FORM PTO-1585 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08/REV03

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Visonary Medical Products, Inc.

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: **June 29, 2000**

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

Name: **Becton, Dickinson and Company**

Internal Address:

Street Address: **1 Becton Drive**City: **Franklin Lakes** State: **NJ** ZIP: **07417**Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(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)

5,536,249

5,593,390

5,925,021

5,820,602

5,728,074

Additional numbers attached? ☐ Yes ☒ No

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

Name: **David W. Highet**Internal Address: **MC 110**Street Address: **1 Becton Drive**City: **Franklin Lakes** State: **NJ** ZIP: **07417**6. Total number of applications and patents involved: **5**7. Total fee (37 CFR 3.41):.....\$ **40.00**☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

02-1666

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

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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.

Alan W. Fiedler, Reg. No.: 33,690

Name of Person Signing

Signature

May 4, 2005

Date

Total number of pages including cover sheet, attachments, and document: **5**Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22304-1450

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PATENT
REEL: 016182 FRAME: 0703

CH \$200.00 021666 6636249

ASSIGNMENT

This Assignment made and effective this 29th day of June, 2000 by and between **VISIONARY MEDICAL PRODUCTS, INC.**, a corporation of the state of Delaware and receiving mail at 2730 Selby Avenue, Los Angeles, California 90064 (the "Assignor") and **BECTON, DICKINSON AND COMPANY**, by and through its Consumer Products Division, having a place of business at 1 Becton Drive, Franklin Lakes, New Jersey 07417 (the "Assignee").

WHEREAS, Assignor represents and warrants that it is the owner of the entire right, title and interest in and to the patents identified in Appendix A attached hereto, and any divisions, continuations, continuations-in-part, extensions, substitutions, reissues, reexaminations and all foreign patents and patent applications corresponding thereto and all inventions and discoveries disclosed therein (the "Patents"), and that no assignment, sale, agreement or encumbrance has been or will be made or entered into with respect to the Patents, except for the September 25, 1996 License Agreement and Release between Assignor and Bayer Corporation, a redacted copy of which is attached as Appendix B;

WHEREAS, Assignor represents and warrants that it has no contractual obligations or other agreement with Boehringer Mannheim Corp. ("BMC") or its affiliates (i.e., the April 9, 1996 Agreement between Assignor and BMC has been terminated as shown by the September 3, 1996 letter from Max J. Kenemore, Esq. the General Patent Counsel for BMC, a redacted copy of which is attached as Appendix C) that prevents Assignor from entering into this Agreement and becoming bound by the terms hereof;

WHEREAS, Assignor represents and warrants that it has no contractual obligations or other agreement with Bayer Corporation (i.e., other than those described in the September 25, 1996 License Agreement and Release between Assignor and Bayer Corporation, a redacted copy of which is attached as Appendix B) that prevents Assignor from entering into this Agreement and becoming bound by the terms hereof, and that the License Agreement and Release with Bayer Corporation does not require Bayer Corporation to pay Assignor an annual royalty;

WHEREAS, Assignor represents and warrants, to the best of its knowledge, that the Patents are not invalid;

WHEREAS, Assignor represents and warrants that it has the right to assign the Patents and become bound by the terms and conditions hereof; and

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WHEREAS, Assignee desires to acquire the entire right, title and interest in the Patents.

NOW, THEREFORE, in consideration of the representations, warrants, premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Assignment. In consideration of the sum of \$ 100,000, Assignor hereby sells, assigns and transfers to Assignee: (i) all right, title and interest in and to the Patents, including (a) renewals thereof, (b) reissues, continuations, divisions, continuation-in-parts or reexaminations thereof, (c) the right to initiate all actions for past, present and future infringements thereof, and (d) all income, royalties, damages and payments now and hereafter due and/or payable for past, present and future infringements thereof; and (ii) all of the Assignor's rights corresponding to the Patents throughout the world.
2. Cooperation. When requested by Assignee in writing, Assignor agrees to execute and deliver to Assignor all documents and instruments necessary and proper to carry out the provisions of this Assignment, and Assignor agrees to cooperate with and assist Assignee or its nominees in all reasonable ways and at all reasonable times, including but not limited to providing all pertinent facts and documents relating to the Patents, as well as the invention covered thereby, testifying in all legal proceedings, signing all lawful papers and in general performing all lawful acts reasonable, necessary and proper to aid and assist Assignee in obtaining, maintaining, defending and enforcing the Patents, at a rate of \$ 1,000 per day in addition to travel expenses (i.e., travel, meals and hotel accommodations) to be paid by Assignee to Assignor within 30 days of the issuance of an invoice.
3. Recordation of Transfer. Assignor agrees to execute additional documents necessary for recordation of the transfer of the Patents in a form suitable to the U.S. Patent and Trademark Office. Assignor and Assignee agree to maintain in confidence the amount of consideration paid by Assignee to Assignor pursuant to this Agreement.
4. Termination of License Agreement. The License Agreement dated November 13, 1996, between Assignor and Assignee is hereby terminated and Assignor agrees that Assignee is no longer obligated to pay Assignor annual royalty payments or any other payments thereunder.

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5. Notification to Licensee. Within fifteen (15) days from the execution date of this Agreement, Assignor agrees to notify Bayer Corporation that the Patents have been assigned to Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed by a duly authorized officer on the date entered hereinbelow.

ASSIGNOR**VISIONARY MEDICAL PRODUCTS, INC.**

By: 

Name: Thomas P. Castellano

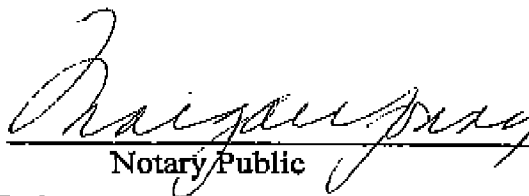
Title: President and CEO

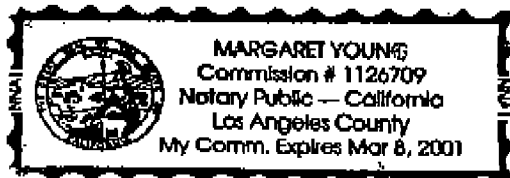
Date: June 29, 2000

State of California)

County of Los Angeles)

BE IT REMEMBERED, that on this 29th day of June, 2000, before me, a Notary Public, personally appeared Thomas P. Castellano, who I am satisfied is the person named in and who executed the foregoing instrument in the presence, and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed and delivered the same as his/her voluntary act and deed for the uses and purposes therein expressed.


Notary Public



doc #29577

ASSIGNMENT

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APPENDIX A

<u>U.S. Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,925,021	July 20, 1999	Medication Delivery Device with a Microprocessor and Characteristic Monitor
5,820,602	October 13, 1998	Pen-Type Injector Drive Mechanism
5,728,074	March 17, 1998	Pen-Type Injector with a Microprocessor and Blood Characteristic Monitor
5,593,390	January 14, 1997	Medication Delivery Device with a Microprocessor and Characteristic Monitor
5,536,249	July 16, 1996	Pen-Type Injector with a Microprocessor and Blood Characteristic Monitor