

### RECORDATION FORM COVER SHEET 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)**

David B. Heisner

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

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

Name: Abbott Laboratories

Internal Address: D-377 - AP6A/1

Street Address: 100 Abbott Park Road

City: Abbott Park

State: IL

Country: USA Zip: 60064-6008

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) March 9, 2005

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

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

A. Patent Application No.(s)  
29/218,690 filed December 6, 2004

This document is being filed together with a new application.  
B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Robert DeBerardine, Abbott Laboratories

Internal Address: D-377 - AP6A/1

Street Address: 100 Abbott Park Road

City: Abbott Park

State: IL Zip: 60064-6008

Phone Number: (847) 937-6364

Fax Number: (847) 938-2623

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$40.00

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

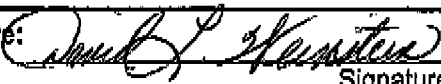
**8. Payment Information**

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

b. Deposit Account Number 01-0025

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

August 11, 2005  
Date

David L. Weinstein  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-1407, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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ASSIGNMENT

WHEREAS David B. Heisner of York, PA; hereinafter called the Assignors', have made the invention described in the United States patent application entitled, "**BOTTLE AND CAP**", executed by Assignors on the same date as this Assignment, Assignors hereby authorize and request the attorneys listed on the Power of Attorney filed in this case Application number 29/218,690, filed on December 06, 2004.

WHEREAS, Abbott Laboratories, a corporation organized and existing under the laws of Illinois, having a place of business at Abbott Park, Illinois 60064, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and to the patent application identified above, and all patents, foreign and domestic, which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in exchange for valuable and legally sufficient consideration, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States and elsewhere in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States and elsewhere; together with the entire right, title and interest in and to said invention and all patent applications, patents, utility models and designs therefore in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications, patents, utility models and designs defined above; to have and to hold for sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.


The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representative, that Assignors have the full right to convey the interest assigned by this Assignment; and that the Assignors will assist the Assignee in the prosecution of the patent applications identified above, in the making and prosecution of any other applications that the

Assignee may elect to make covering the invention identified above, in vesting in the Assignee like exclusive title in and to all such other patent applications and patents, in the prosecution of any interference which may arise involving said invention, or any such patent application or patent, and in assisting Assignee in enforcement of any rights arising out of this Assignment; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Agreement.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: 3/9/05

  
David B. Heisner