# PATENT ASSIGNMENT

# Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY	DATA				
			ame	Execution Date	
Montgomery Medical Ventures II, L.P. 01/25/1994					
RECEIVING PARTY D	ΑΤΑ				
Name: Hungtington Laboratories Gam-Med Division, Inc.					
Street Address:	970 E. Tipton Street				
City:	Huntington				
State/Country:	INDIANA				
Postal Code:	46750				
PROPERTY NUMBERS Total: 1 Property Type Number					
Patent Number: 495		495220	52204		
CORRESPONDENCE DATA					
Fax Number:(928)778-7986Correspondence will be sent via US Mail when the fax attempt is unsuccessful.Phone:928-541-2272					
Email:     bparson@zila.com       Correspondent Name:     Brenda L. Parson					a
Address Line 1: 5227 North 7th St					
Address Line 4: Phoenix, ARIZONA 85014					
NAME OF SUBMITTER:			Brenda L. Parson		
Total Attachments: 4 source=Assignment (Montgomery to Huntington Labs) (P-39)#page1.tif source=Assignment (Montgomery to Huntington Labs) (P-39)#page3.tif source=Assignment (Montgomery to Huntington Labs) (P-39)#page4.tif					

#### PATENT ASSIGNMENT

WHEREAS, Montgomery Medical Ventures II, L.F., a California limited partnership having its principal office and place of business at 600 Montgomery Street, San Francisco, California 94111, (the "Assignor") has received an assignment of Gam-Med Packaging Corporation's ("Gam-Med") entire right, title and interest in and to the letters patent and patent applications identified on Exhibit A hereto and in and to any and all inventions described or shown therein; and

WHEREAS, Huntington Laboratories Gam-Med Division, Inc. an Indiana corporation, having its principle office and place of business at 970 East Tipton Street, Huntington, Indiana 46750 (the "Assignee") is desirous of acquiring or confirming its acquisition of Assignor's entire right, title and interest in and to said letters patent and patent applications and in and to any and all inventions described or shown therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and assigns, or other legal representatives, Assignor's entire right, title and interest to said letters patent and patent applications and in any and all inventions described and shown therein, and in and to any applications filed in any country based thereon or on a document claiming common priority, including the right to file

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applications under the provisions of any convention or treaty; and in and to any confirmations, divisionals, continuations, continuations in part, reissues, revivals, statutory invention registrations or substitute applications which may be filed on said inventions; and in and to any patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted upon said inventions; to have and to hold the same, to the full end of the term or terms for which any and all such patents and grants may issue, to the fullest extent the same are transferrable or assignable pursuant to Assignor's Uniform Commercial Code sale, as described more fully in the purchase agreement by and between Montgomery Medical Ventures II, L.P. and Huntington Laboratories, Inc. dated as of <u>December 22</u>, , 1993 (the "Purchase Agreement").

Assignee agrees that the provisions of this patent assignment are subject and pursuant to, in all respects, the terms and conditions of the Purchase Agreement. Assignor will execute and deliver from time to time at the request of Assignee such further instruments of transfer, assignment, prosecution and further assurance as may be reasonably required in order to vest and confirm to Assignee full and complete title to Gam-Med's interest in the letters patent, patent applications, and the inventions described or shown therein, to the fullest extent the same are transferrable or assignable pursuant to said UCC sale.

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Assignee further agrees that Assignor makes no warranty of title in or to any of the property assigned herein.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and affixed its seal as of <u>January 25</u>, 1994.

MONTGOMERY MEDICAL VENTURES II, L.P.

By: Anh Ulm Its: GEN'L PARTNOR

## state of <u>California</u> county of <u>San Francisco</u>

I, <u>HIAA KhAGhAM</u>, a Notary Public in and for the county and state aforesaid do hereby certify that J<u>ACK OIGHANGICA</u>, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and known to me to be the <u>GIAN'I PITH</u> of Montgomery Medical Ventures, II, L.P., a California limited partnership, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal, this  $1^{\prime}$  day of Janual 100, 1994.



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Hidi Diana Khasham Notary Public

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### Exhibit A

U.S. Patent #4,927,012 U.S. Patent #4,952,204 Canadian Patent #1,319,907 U.S. Patent #5,229,061 European Patent #89 30 8076.2

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