

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FRESENIUS USA MANUFACTURING, INC.	11/16/2006
RECEIVING PARTY DATA	
Name:	FRESENIUS MEDICAL CARE HOLDINGS, INC.
Street Address:	95 HAYDEN AVE
City:	LEXINGTON
State/Country:	MASSACHUSETTS
Postal Code:	02420
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	4870105
Patent Number:	6875445
Patent Number:	6576665
CORRESPONDENCE DATA	
Fax Number:	(617)832-7000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	26309-4
NAME OF SUBMITTER:	SCOTT E. KAMHOLZ
Total Attachments: 3	
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PATENT ASSIGNMENT

WHEREAS, Fresenius USA Manufacturing, Inc., a Delaware corporation, ("Assignor") is the owner of all right, title, and interest in and to the patents and patent applications listed on Schedule 1 attached hereto, and the inventions and discoveries disclosed therein (the "Patents"); and

WHEREAS, Assignor desires to transfer and Fresenius Medical Care Holdings, Inc., a New York corporation, ("Assignee") desires to obtain all right, title, and interest in and to the Patents;

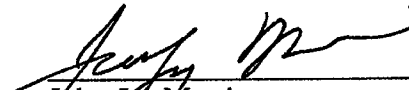
NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby, without reservation:

1. Sells, assigns, transfers, and conveys to Assignee, its successors and assigns, its entire right, title, and interest in and to the Patents and in all patents in the United States of America and all other countries and jurisdictions which may be granted therefore and thereon, and the inventions and discoveries disclosed therein, including, without limitation, any and all divisions, continuations and continuations-in-part, or reissues or extensions of the Patents, and all rights under the International Convention for the Protection of Industrial Property, together with the worldwide right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present, or future infringement of the Patents, with the same to be held and enjoyed by Assignee, for its own use and enjoyment and the use and enjoyment of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made;
2. Authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue or transfer the Patents to Assignee, as assignee of the entire interest thereto; and
3. Binds itself, and its successors, legal representatives, and assigns to do, upon Assignee's request and at Assignee's expense, without additional consideration to Assignor or its successors, legal representatives, and assigns, all acts reasonably serving to assure that said Patents shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its successors, legal representatives, and assigns had this assignment not been made; and particularly to execute and deliver to Assignee all lawful documents in form and substance as may be requested by Assignee to effectuate this assignment.

IN WITNESS THEREOF, the undersigned certifies that the undersigned is an officer of Assignor and is duly authorized by Assignor to execute this Patent Assignment

on its behalf, and has executed this Patent Assignment as an instrument under seal as of this 16th day of November 2006.

FRESENIUS USA MANUFACTURING, INC.

By: 
Name: Jules Jay Morris
Title: Vice President and Chief Intellectual Property Counsel

State of MASSACHUSETTS }
County of MIDDLESEX } ss:

On this 16th day of November 2006, before me personally appeared Jules Jay Morris, to me personally known, known to me to be the duly elected and authorized Vice President and Chief Intellectual Property Counsel of Fresenius USA Manufacturing, Inc., and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed and the free act deed of Fresenius USA Manufacturing, Inc.


Notary Public

My commission expires: OCTOBER 30, 2009

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PATENT ASSIGNMENT - SCHEDULE 1

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>
PHOSPHORUS BINDER	United States	4,870,105	September 26, 1989
PHOSPHOROUS BINDER	Canada	1,333,884	January 10, 1995
ENCAPSULATED CALCIUM ACETATE CAPLET AND A METHOD FOR INHIBITING GASTROINTESTINAL PHOSPHOROUS ABSORPTION	United States	6,875,445	April 5, 2005
ENCAPSULATED CALCIUM ACETATE CAPLET AND A METHOD FOR INHIBITING GASTROINTESTINAL PHOSPHOROUS ABSORPTION	United States	6,576,665	June 10, 2003