

FORM PTO-1585

RECORDATION FORM COVER SHEET
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To the Director of the US Patent and Trademark Office: Please record the attached original documents or copy thereof

| | |
|---|--|
| 1. Name of conveying party(ies): Pascal KOPPERSCHMIDT and Malte GROSS | 2. Name and address of receiving party(ies) Name: <u>Fresenius Medical Care Deutschland GmbH</u> Street Address: <u>Else-Kröner Strasse 1</u> City: <u>61352 Bad Homburg</u> Country: <u>Germany</u> |
| Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution date: **August 28, 2006.**

4. Application numbers or patent numbers:

| | |
|---|------------------|
| A. Application No.(s) <u>10/589,869</u> | B. Patent No.(s) |
|---|------------------|

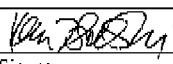
Additional Numbers attached? Yes No

| | |
|---|--|
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jeffrey S. Ginsberg, Esq.</u> Internal Address: <u>KENYON & KENYON LLP</u> Street Address: <u>One Broadway</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10004</u> CUSTOMER NO. 26646 | 6. Total number of applications and patents involved: 1 |
|---|--|

| | |
|---|--|
| 7. Total fee (37 C.F.R. 3.41) \$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account | 8. Deposit account number: <u>11-0600</u> |
|---|--|

DO NOT USE THIS SPACE

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.*

| | | |
|--|--|-----------------------------|
| Kevin T. Godlewski (Reg. No. 47,598) Name of Person Signing |  Signature | <u>Dec. 4, 2006</u> Date |
|--|--|-----------------------------|

Total Number of pages including cover sheet, attachments and document; 5

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:
Mail Stop: Assignment Recordation Services
Director of the US Patent and Trademark Office
P. O. Box 1450
Alexandria, VA 22313-1450

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GH \$40.00 110600 10589869

FR 3541 US

2565/148

ASSIGNMENT

WHEREAS, **Pascal KOPPERSCHMIDT**, being a citizen of Germany and residing at Am Suessberg 11, 97456 Dittelbrunn, GERMANY, and **Malte GROSS**, being a citizen of Germany and residing at Bchringstrasse 16, 97464 Niederwern, GERMANY, have made new and useful improvements in **METHOD AND DEVICE FOR THE DETECTION OF DISRUPTIONS OF THE BLOOD FLOW IN AN EXTRACORPOREAL BLOOD CIRCUIT**, for which an application for Letters Patent was filed as U.S. Serial No.: 10/580,869 on May 24, 2006, and which was also filed as PCT International Application No.: PCT/EP2004/010180 on September 11, 2004, and;

WHEREAS **Fresenius Medical Care Deutschland GmbH**, having a place of business at **Else-Kröner Strasse 1, 61352 Bad Homburg, Germany**, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited.

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries, including all divisional, renewal, substitute, and continuation applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.
2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
4. Warrant that we have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.
5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful

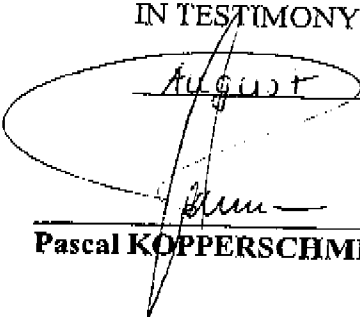
PATENT

REEL: 018588 FRAME: 0564

application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 28th day of

August, 2006.



Pascal KOPPERSCHMIDT

Witness: Keire Neimier

Address: Am der Alde Hülle 1, D-56646 Kurpingen

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2006.

Malte GROSS

Witness: _____

Address: _____

JUL-28-2006 11:05

KENYON & KENYON

P.03

FR 3541 US

2565/148

ASSIGNMENT

WHEREAS, **Pascal KOPPERSCHMIDT**, being a citizen of Germany and residing at Am Suessberg 11, 97456 Dittelbrunn, GERMANY, and **Malte GROSS**, being a citizen of Germany and residing at Behringstrasse 16, 97464 Niederwerrn, GERMANY, have made new and useful improvements in **METHOD AND DEVICE FOR THE DETECTION OF DISRUPTIONS OF THE BLOOD FLOW IN AN EXTRACORPOREAL BLOOD CIRCUIT**, for which an application for Letters Patent was filed as U.S. Serial No.: 10/580,869 on May 24, 2006, and which was also filed as PCT International Application No.: PCT/EP2004/010180 on September 11, 2004, and;

WHEREAS **Fresenius Medical Care Deutschland GmbH**, having a place of business at **Else-Kröner Strasse 1, 61352 Bad Homburg, Germany**, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited,

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries, including all divisional, renewal, substitute, and continuation applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.
2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
4. Warrant that we have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.
5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful

PATENT**REEL: 018588 FRAME: 0566**

application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2006.

Pascal KOPPERSCHMIDT

Witness: _____

Address: _____

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 28th day of August, 2006.



Malte GROSS

Witness: Jennifer Gluthig

Address: Flurstr. 18, 66424 Homburg, Germany