

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Lynn E. Jensen</td> <td>09/20/2007</td> </tr> <tr> <td>Spencer Clark</td> <td>09/20/2007</td> </tr> </tbody> </table>		Name	Execution Date	Lynn E. Jensen	09/20/2007	Spencer Clark	09/20/2007
Name	Execution Date						
Lynn E. Jensen	09/20/2007						
Spencer Clark	09/20/2007						
RECEIVING PARTY DATA							
Name:	Fresenius Medical Care Holdings, Inc.						
Street Address:	920 Winter Street						
City:	Waltham						
State/Country:	MASSACHUSETTS						
Postal Code:	02451-1457						
PROPERTY NUMBERS Total: 1							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11829611</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11829611		
Property Type	Number						
Application Number:	11829611						
CORRESPONDENCE DATA							
Fax Number:	(617)310-9717						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	617-439-2717						
Email:	djp@nutter.com						
Correspondent Name:	David J. Powsner						
Address Line 1:	Nutter McClennen & Fish						
Address Line 2:	155 Seaport Boulevard						
Address Line 4:	Boston, MASSACHUSETTS 02210						
ATTORNEY DOCKET NUMBER:	106114-28						
NAME OF SUBMITTER:	David J. Powsner						

Total Attachments: 4
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**PATENT
 REEL: 019865 FRAME: 0378**

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Lynn E. Jensen and Spencer Clark (hereinafter referred to as Assignors), residing at 1355 South 2500 West, Syracuse, Utah 84075 and 118 East 600 South, Kaysville, Utah 84037, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in SYSTEMS AND METHODS FOR DELIVERY OF PERITONEAL DIALYSIS (PD) SOLUTIONS, set forth in a Patent application for Letters Patent of the United States, already filed on July 27, 2007 as U.S. Application No. 11/829,611; and

WHEREAS, FRESenius MEDICAL CARE NORTH AMERICA, a organized under and pursuant to the laws of New York having its principal place of business at 920 Winter Street, Waltham, Massachusetts 02451-1457 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to

Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

NUTTER MCCLENNEN & FISH LLP

All practitioners at Customer Number 021125

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

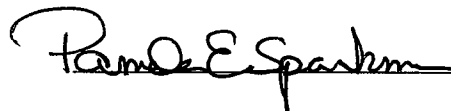


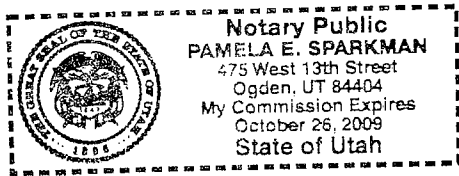
Spencer Clark

Date: 20 SEPT 2007

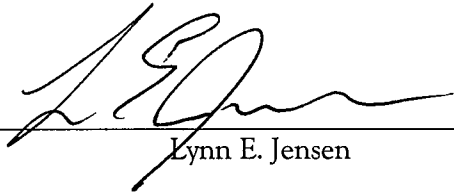
On this 20 day of September, 2007 before me, the undersigned notary public, personally appeared Spencer Clark (name of document signer), proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(as partner for _____, a partnership)
(as Employee for Fresenius Medical Care, a corporation)
(as attorney in fact for _____, the principal)
(as _____ for _____, (a)(the) _____)

 (official signature and seal of notary)



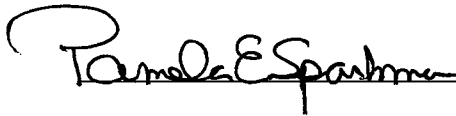
1661128.1


Lynn E. Jensen

Date: 9/20/07

On this 20 day of September, 2007 before me, the undersigned notary public, personally appeared Lynn E. Jensen (name of document signer), proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(as partner for _____, a partnership)
(as Employee for Fresenius Medical Care, a corporation)
(as attorney in fact for _____, the principal)
(as _____ for _____, (a)(the) _____)

 (official signature and seal of notary)

