

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Danfoss Bionics A/S	12/17/2007
RECEIVING PARTY DATA	
Name:	CeQur ApS
Street Address:	Nordborgvej 81
City:	Nordborg
State/Country:	DENMARK
Postal Code:	DK-6430
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12195791
CORRESPONDENCE DATA	
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Phone:	617-570-1277
Email:	dracicot@goodwinprocter.com
Correspondent Name:	Diane Racicot
Address Line 1:	53 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	CEQ-001C1
NAME OF SUBMITTER:	Andrew L. Jagenow
Total Attachments: 5 source=AssignmenttoCequrSA#page1.tif source=AssignmenttoCequrSA#page2.tif source=AssignmenttoCequrSA#page3.tif source=AssignmenttoCequrSA#page4.tif source=AssignmenttoCequrSA#page5.tif	

CH \$40.00 12195791

**PATENT**

**500677414**

**REEL: 021689 FRAME: 0934**

## ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (this "Assignment") is made effective the 17th day of December, 2007, by and between **Danfoss Bionics A/S**, a corporation organized and existing under the laws of **Denmark**, and having a usual place of business at **Nordborgvej 81, DK, 6430 Nordborg** ("Assignor") and **CeQur ApS**, a corporation organized and existing under the laws of **Denmark**, and having a usual place of business at **Nordborgvej 81, DK, 6430 Nordborg** ("Assignee"). Additionally, this Assignment shall serve as an acknowledgment on the part of Assignor and CeQur SA, a corporation organized and existing under the laws of **Switzerland**, and having a usual place of business at **Route des Cerisiers 17, 1802 Corseaux, Switzerland**, that any rights CeQur SA may have obtained under an Assignment of Patent Rights made effective on December 17, 2007 (the "CeQur SA Assignment") and previously executed by Assignor and CeQur SA hereby shall revert to Assignor.

WHEREAS, Assignor possesses certain rights in and to, the patents and patent applications (and patents issuing on such applications) listed in Schedule A attached hereto and the invention(s) described and/or claimed in such patents and patent applications (collectively, the "Patent Rights"); and

WHEREAS, in conjunction with Assignor's separation of its business related to insulin dosing devices, Assignee desires to acquire an interest in the Patent Rights, in accordance with the Joint Ownership Agreement duly entered into with Assignor effective December 17, 2007;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of at least U.S. \$1.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries and jurisdictions, in and to the invention(s) described and/or claimed in the Patent Rights (the "Inventions"), together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any

such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment; and Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein; and

AND, Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee and its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries;

AND, Assignor hereby further agrees to provide statements or testimony in any interference or other proceeding in which any of the Patent Rights may be involved;

AND, Assignor hereby warrants that it has not knowingly conveyed to others any rights in the Patent Rights or the Inventions or any license to use the same or to make, use or sell anything embodying or utilizing any of the Inventions, and that it has good right and clear title to assign the Inventions and the Patent Rights without encumbrance; for the elimination of doubt, Assignor and CeQur SA acknowledge that the CeQur SA Assignment is void *ab initio* and, to the extent any rights in any of the Patent Rights are deemed to have been conveyed by the CeQur SA Assignment to CeQur SA, CeQur SA hereby relinquishes any and all rights so conveyed and any and all such rights shall revert to and be vested in Assignor as if no conveyance to CeQur SA had been made;

AND, Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee or jointly to Assignor and Assignee as the case may be, their successors, assigns, or legal representatives.

Assignee, Assignor, and CeQur SA also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee, Assignor, and CeQur SA.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor, Assignee, and CeQur SA have caused this Assignment to be executed by their duly authorized officers effective as of the date first written above.

ASSIGNOR:

Name:

POVL SCHRODER

Signature:

P. Schroder

Title:

LIQUIDATOR

ASSIGNEE:

Name:

PETER GRAVESON

Signature:

P. Graveson

Title:

DIRECTOR

CeQur SA:

Name:

Signature:

Title:

IN WITNESS WHEREOF, Assignor, Assignee, and CeQur SA have caused this Assignment to be executed by their duly authorized officers effective as of the date first written above.

ASSIGNOR:

Name:

Signature:

Title:

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ASSIGNEE:

Name:

Signature:

Title:

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\_\_\_\_\_  
\_\_\_\_\_

CeQur SA:

Name:

Signature:

Title:

James L. Petersen  
\_\_\_\_\_  
Chairman & CEO

## Schedule A

Docket No.	Serial No. (Patent No.)	Title	Filing Date (Issue Date)	Application type	Status
CEQ-001DK	PA2002/00240	Medication infusion device	2/18/2002	Danish Utility	Abandoned
CEQ-001DK2	PA2002/00970	Medication infusion device	6/25/2002	Danish Utility	Abandoned
CEQ-001PC	PCT/DK03/00107	Device for administering of medication in fluid form	2/18/2003	PCT International Application	Nationalized
CEQ-001	10/503845	Device for administering of medication in fluid form	2/25/2005	US Utility	Pending
CEQ-001C1	12/195791	Device for administering of medication in fluid form	8/28/2008	US Continuation	Pending
CEQ-001EP	3706332.8 (1476209)	Device for administering of medication in fluid form	2/18/2003 (7/30/2008)	EPO Regional Stage of PCT	Granted
CEQ-001EPDV	8013595.7	Device for administering of medication in fluid form	2/18/2003	EPO Divisional	Pending
CEQ-001JP	2003/567474 (4002892)	Device for administering of medication in fluid form	2/18/2003 (8/24/2007)	Japanese National Stage of PCT	Issued
CEQ-001CN	03804123.5	Device for administering of medication in fluid form	2/18/2003 (5/16/2008)	Chinese National Stage of PCT	Issued
CEQ-001CNDV	200810129479.3	Device for administering of medication in fluid form	7/31/2008	Chinese Divisional	Pending
CEQ-001RU	2004/128441 (2279898)	Device for administering of medication in fluid form	2/18/03 (7/20/2006)	Russian National Stage of PCT	Issued
CEQ-002DE	10/2007/049446.9	Needle injector mechanism with decoupleable plunger	10/16/2007	German Utility	Pending
CEQ-003DK	PA2002/01350	Control valve with estomeric valve element	9/13/2002	Danish Utility	Abandoned
CEQ-003	10/527,079	Control valve with estomeric valve element	3/9/2005	US Utility	Abandoned
CEQ-003PC	PCT/DK03/00593	Control valve with estomeric valve element	9/12/2003	PCT International Application	Nationalized
CEQ-003EP	3794826.2	Control valve with estomeric valve element	9/12/2003	EP Regional Stage of PCT	Abandoned/ withdrawn
CEQ-003CN	3821715.5	Control valve with estomeric valve element	9/12/2003	Chinese National Stage of PCT	Abandoned/ withdrawn