

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Lynn E. Jensen</td><td>06/23/2009</td></tr><tr><td>Spencer Clark</td><td>06/23/2009</td></tr><tr><td>Olli Tuominen</td><td>07/06/2009</td></tr><tr><td>Jay M. Lan</td><td>06/23/2009</td></tr></tbody></table>	Name	Execution Date	Lynn E. Jensen	06/23/2009	Spencer Clark	06/23/2009	Olli Tuominen	07/06/2009	Jay M. Lan	06/23/2009	
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Lynn E. Jensen	06/23/2009										
Spencer Clark	06/23/2009										
Olli Tuominen	07/06/2009										
Jay M. Lan	06/23/2009										
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"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>12423627</td></tr></tbody></table>	Property Type	Number	Application Number:	12423627							
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Application Number:	12423627										
CORRESPONDENCE DATA											
Fax Number:	(617)310-9000										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	617-439-2000										
Email:	cgardner@nutter.com										
Correspondent Name:	Charlton Shen										
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Address Line 4:	Boston, MASSACHUSETTS 02210										
ATTORNEY DOCKET NUMBER:	106114-53										
NAME OF SUBMITTER:	Charlton Shen										
Total Attachments: 7 source=53Assign#page1.tif											

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Lynn E. Jensen; Spencer Clark; Olli Tuominen; and Jay M. Lan (hereinafter referred to as Assignors), residing at 1355 South 2500 West, Syracuse, Utah 84075; 118 East 600 South, Kaysville, Utah 84037; 19 D, Block 31, Ma Wan, N.T., Hong Kong, China; and 583 Clearwater Creek Drive, Thousand Oaks, California 91320, 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 April 14, 2009 as U.S. Application No. 12/423,627; and

WHEREAS, Fresenius Medical Care Holdings, Inc., a Corporation 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 therefor 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:

FRESENIUS MEDICAL CARE HOLDINGS, INC.

All practitioners at Customer Number 86950

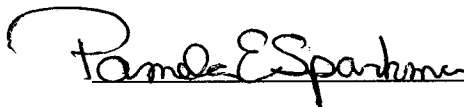
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

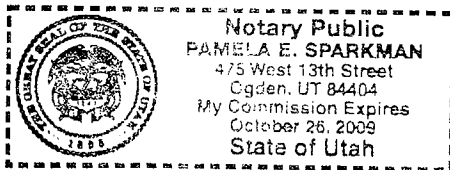

Spencer Clark


Date: 23 June 2009

On this 23 day of June, 2009 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)
6/23/09




Jay M. Lan

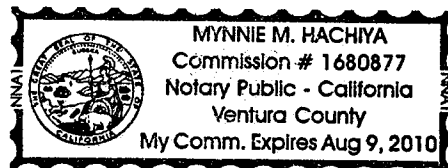
State of CALIFORNIA)
) ss.
County of VENTURA)

On June 23, 2009, before me, Mynnie M. Hachiya ^{Notary Public}, personally appeared Jay M. Lan, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

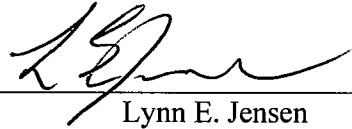
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





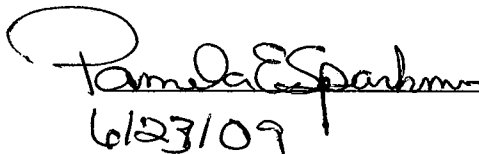
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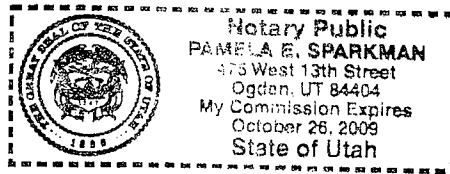

Lynn E. Jensen

Date: 6/23/09

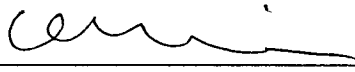
On this 23 day of June, 2009 before me, the undersigned notary public, personally appeared Lynn E. Jensen (name of document signer), proved to me through satisfactory evidence of identification, which were personally known to be the person whose name is signed on the preceding or attached document, and 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)
6/23/09



6. July 2009
Date


Olli Tuominen

Witness:

6 July 2009
Date


Jen Lee