

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BAXTER HEALTHCARE S.A.	08/24/2009
RECEIVING PARTY DATA	
Name:	FENWAL, INC.
Street Address:	Three Corporate Drive
City:	Lake Zurich
State/Country:	ILLINOIS
Postal Code:	60047
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12401332
Application Number:	10956296
Application Number:	10501571
CORRESPONDENCE DATA	
Fax Number:	(312)236-8176
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-236-8500
Email:	docket@cookalex.com
Correspondent Name:	Andrew G. Kolomayets
Address Line 1:	200 West Adams Street
Address Line 2:	Suite 2850
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	9360-0054.02
NAME OF SUBMITTER:	Andrew G. Kolomayets

CH \$120.00 12401332

Total Attachments: 5

500945625

**PATENT
 REEL: 023144 FRAME: 0229**

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of March 1, 2007 ("Effective Date"), by and between BAXTER HEALTHCARE S.A., a corporation organized and existing under the laws of Switzerland ("BHSA") (BHSA being referred to as "Assignor"); and FENWAL, INC., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Baxter International Inc., a corporation organized and existing under the laws of the State of Delaware ("BII") and Assignee's parent, Fenwal Holdings, Inc., f/k/a Blackhawk Acquisition Company ("Buyer"), among other parties, have entered into that Asset Purchase Agreement, dated as of October 2, 2006, as amended by that First Amendment to Asset Purchase Agreement dated February 28, 2007 (the "Purchase Agreement"), pursuant to which BII agreed, *inter alia*, to assign or cause to be assigned to Buyer or its affiliates certain assets relating to the intellectual property of BII's transfusion therapies business, including those U.S. and foreign patents and patent applications (including provisional applications) listed on Schedule A, including any continuations, continuations-in-part, re-examinations, extensions, divisions, renewals, reissues, patent term extensions, supplementary protection certificates and later filed foreign counterparts thereto, and all rights owned by Assignor in or with respect to any of the foregoing (collectively referred to herein as the "Patents"); and

WHEREAS, pursuant to the Purchase Agreement, Buyer has designated Assignee as the relevant affiliate for purposes of this Assignment; and

WHEREAS, BHSA is an owner of certain Patents including those U.S. and foreign patents and patent applications listed in Schedule A; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign to Assignee all of Assignor's rights, title and interests in and to the Patents and the inventions covered thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee: (i) its rights, title and interests in and to the Patents including any ownership interests Assignor may have or claim to have in the Patents (whether now existing or hereafter created or acquired), for the United States and for all foreign countries, including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with (ii) all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other violation or unauthorized use of the Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal

representatives.

Assignor authorizes and requests the Commissioner of Patents (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Patents (including without limitation any reissues, divisions, continuations, continuations-in-part, and extensions thereof), and to issue any and all Patents to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns, or other legal representatives;

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 24th day of August, 2009.

BAXTER HEALTHCARE S.A.
(Assignor)

By: 

Name: Joseph P. Reagen

Title: Additional Authorized
Officer

J.P.R.

FENWAL, INC.
(Assignee)

By: 

Name: Christopher S. Visiek

Title: Chief Legal Officer

Remainder of Signature Page Left Blank Intentionally

STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

On this 25th day of August, 2009, there appeared before me
Christopher S. Visick personally known to me, who acknowledged that he signed the
foregoing Assignment and his/her voluntary act and deed on behalf and will full authority of
Fenwal, Inc.

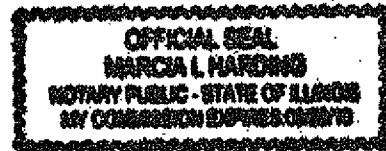
Meghan L Lane
Notary Public



STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

On this 24 day of August, 2009, there appeared before me
Joseph P. Reagen personally known to me, who acknowledged that he signed the
foregoing Assignment and his/her voluntary act and deed on behalf and with full authority of
Baxter Healthcare SA

Marcia L Harding
Notary Public



SCHEDULE A

PATENTS

1. The following patents are included in Schedule A:

No.	Name of Patent	Patent No.
1
2
3
4
5
6
7
8
9
10

2. The following patents are included in Schedule B:

No.	Name of Patent	Patent No.
1
2
3
4
5
6
7
8
9
10

Title	Country	AppNumber	PatNumber
METHOD AND APPARATUS FOR BLOOD SAMPLING	US	10/956,296	
METHOD AND APPARATUS FOR BLOOD SAMPLING	Australia	2005292258	
METHOD AND APPARATUS FOR BLOOD SAMPLING	Canada	2,582,301	
METHOD AND APPARATUS FOR BLOOD SAMPLING	China	200580033511.2	
METHOD AND APPARATUS FOR BLOOD SAMPLING	EPO	05802165.0	
METHOD AND APPARATUS FOR BLOOD SAMPLING	Japan	2007-534696	
METHOD AND APPARATUS FOR BLOOD SAMPLING	Mexico	MX/a/2007/003391	
METHOD AND APPARATUS FOR BLOOD SAMPLING	PCT	US05/034504	
IRREVERSIBLY CLOSABLE FLOW CONTROL CLAMP	US	10/501,571	
IRREVERSIBLY CLOSABLE FLOW CONTROL CLAMP AND FLUID PROCESSING SET	US	12/401,332	
IRREVERSIBLY CLOSABLE FLOW CONTROL CLAMP	EPO	03703927.8	
IRREVERSIBLY CLOSABLE FLOW CONTROL CLAMP	PCT	PCT/US03/01758	