# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Edwin L. Burnard	08/20/2009
David M. Nelson	08/20/2009

#### **RECEIVING PARTY DATA**

Name:	B. Braun Medical Inc.
Street Address:	824 Twelfth Avenue
City:	Bethlehem
State/Country:	PENNSYLVANIA
Postal Code:	18018

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12510937

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 1135-074.101

NAME OF SUBMITTER: Tom H. Dao

**Total Attachments: 3** 

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PATENT REEL: 023172 FRAME: 0254

Joint

### ASSIGNMENT

WHEREAS, WE, Edwin L. Burnard, David M. Nelson, residing at 419 Pen Argyl Street, Pen Argyl, Pennsylvania 18072; 2017M Hoover Ave., Allentown, Pennsylvania 18109, respectively, have invented certain new and useful improvements disclosed in an application for United States Letters Patent entitled NEEDLELESS ACCESS PORT VALVES, filed July 28, 2009, Application 12/510,937.

**AND WHEREAS B. BRAUN MEDICAL INC.**, a California corporation, having a place of business at 824 Twelfth Avenue, Bethlehem, Pennsylvania 18018, (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said improvements and application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to said improvements, and said application and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, including the right to sue or otherwise bring action and to collect and receive damages therefrom, for past infringement thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; and we hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

**AND WE HEREBY** covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

**AND WE HEREBY** further covenant and agree that we will communicate to ASSIGNEE any facts known to us respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

PATENT REEL: 023172 FRAME: 0255

IN TESTIMONY WHEREOF, I hereunto set my 20 69	y hand this 20th day of August,
	Edil Bod
	Edwin L. Burnard
On August 20 2009 before me Notary Public, personally appeared Edwin L. I satisfactory evidence to be the person whose nar acknowledged to me that he executed the same signature on the instrument the person, or the e executed the instrument.	<b>Burnard</b> , who proved to me on the basis of me is subscribed to the within instrument and e in his authorized capacity, and that by his
I certify under PENALTY OF PERJURY under foregoing paragraph is true and correct.	r the laws of the State of California that the
COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Donna Feist, Notary Public  City Of Allentown, Lehigh County  My Commission Expires Jan. 25, 2011  Member, Pennsylvania Association of Notaries	WITNESS my hand and official seal.  Signature of Notary (Seal)
****	****
IN TESTIMONY WHEREOF, I hereunto set my 20 4 .	y hand this 20 day of August,  David M. Nelson
COUNTY OF Lehigh  On August 20 2009 before me Notary Public, personally appeared David M. satisfactory evidence to be the person whose nar acknowledged to me that he executed the same signature on the instrument the person, or the e executed the instrument.	<b>Nelson</b> , who proved to me on the basis of me is subscribed to the within instrument and e in his authorized capacity, and that by his

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ASSIGNMENT Docket No. 1135-074.101

**RECORDED: 08/31/2009** 

Joint

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.

Signature of Notary

(Seal)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Donna Feist, Notary Public
City Of Allentown, Lehigh County
My Commission Expires Jan. 25, 2011

Member, Pennsylvania Association of Notaries