

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
ATS AUTOMATION TOOLING SYSTEMS INC.	03/26/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Omnicare Inc.
Street Address:	100 East RiverCenter Boulevard
Internal Address:	1600 RiverCenter II
City:	Covington
State/Country:	KENTUCKY
Postal Code:	41011
<b>PROPERTY NUMBERS Total: 4</b>	
Property Type	Number
Application Number:	12235173
Application Number:	60974181
Application Number:	12234985
Application Number:	61076905
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	OMNI-03US
NAME OF SUBMITTER:	William R. Allen

OP \$160.00 12235173

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**PATENT**  
**REEL: 023752 FRAME: 0686**

Total Attachments: 2  
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## **Assignment of Patent Rights-ATS**

This Assignment is by ATS AUTOMATION TOOLING SYSTEMS INC., a corporation organized under the laws of the Province of Ontario, Canada and having its principal office at 250 Royal Oak Road, Cambridge, Ontario N3H4R6 ("ATS") in favor of Omnicare Inc., a corporation of Delaware and having a place of business at 1600 RiverCenter II, 100 East RiverCenter Boulevard, Covington, KY 41011 ("Omnicare").

**WHEREAS**, ATS is the owner of all rights of Jonathan Matthew Herring to United States Provisional Application Serial No. 60/974,181, filed September 21, 2007, and United States Application Serial No. 12/234,985, filed September 22, 2008, and is the owner of all rights of Derek Charles Campbell and Richard Allen Lees to United States Provisional Application Serial No. 60/974,181, filed September 21, 2007, United States Provisional Application Serial No. 61/076,905, filed June 30, 2008, and United States Application Serial No. 12/235,173, filed September 22, 2008 ("the Applications").

**WHEREAS**, ATS has agreed to sell, assign, and transfer all right, title and interest in and to the Applications, as well as any and all non-provisional applications, continuations, continuations-in-part, divisions, reissues, reexaminations, refilings, certificates or other patents or applications corresponding to, derived from, or claiming priority to or from any of the foregoing, whether United States or foreign, whether currently or previously pending or issued, or subsequently filed or obtained, to Omnicare as set forth below.

**NOW, THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are acknowledged, ATS sells, assigns and transfers to Omnicare, free and clear of all liens and encumbrances specifically created by ATS, all right, title and interest throughout the world in and to the Applications, and in and to the subject-matter disclosed in the Applications, including all Letters Patent Domestic and Foreign issued or to be obtained thereon, including all rights and interests with priority rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other Convention or Union for each country of said Convention or Union; including the right to recover for past infringements thereof. ATS further authorizes and requests the Commissioner of Patents to issue all future patents granted upon the subject matter disclosed in the Applications to Omnicare its legal representatives and assigns. ATS shall execute all proper papers and take all proper actions deemed reasonably necessary by Omnicare to affect the transfer contemplated hereby, provided any costs and expenses incurred by ATS are paid by Omnicare. ATS will use commercially reasonable efforts to obtain the cooperation, as required, of any current or former ATS employees to perform all prospective actions deemed reasonably necessary to further the issuance of all future patents granted upon the subject matter disclosed in the Applications, provided that any costs and expenses incurred by ATS are paid by Omnicare.

Notwithstanding any of the forgoing, ATS has not reviewed the claims of the Applications with regard to patentability and expressly retains the right to challenge any claim of the Applications or any issued patent or patents flowing therefrom or related thereto on any basis, including novelty and obviousness. Furthermore, ATS retains all right, title and interest in and to (including, without limitation, the sole and exclusive right to use and patent) all "Supplier Tools", as defined in the Terms and Conditions attached as Exhibit C to and forming part of the ALV Station Agreement made as of June 3, 2005 between NeighborCare Inc. and ATS and all "Supplier Proprietary Technology", as defined in the Terms and Conditions attached as Exhibit B to and forming part of the ALV System (Second Generation) Master Agreement made as of June 28, 2007 between Omnicare Inc. and ATS in each case, subject only to the limited license rights granted by ATS in such agreements.

**IN WITNESS WHEREOF**, this Agreement is effective upon the latter date of signature below.

**INTENDING TO BE BOUND**, ATS and Omnicare have caused this Agreement to be executed by its duly authorized representative.

ATS Automation Tooling Systems Inc.

By:

Signature

Carl Galloway  
Printed Name

V.P. Treasurer  
Title

City of Cambridge )  
Province of Ontario ) ss.

The foregoing was subscribed and sworn to before me this 26<sup>th</sup> day of March, 2009, by  
Carl Galloway, as V.P. Treasurer of ATS Automation Tooling Systems Inc.  
Printed Name Title

Witness my hand and official seal.

(Seal)

Stephen Gullipit  
NOTARY PUBLIC

My Commission Expires

N/A

Omnicare Inc.

By:

Signature

Mark A. Kobasnik  
Printed Name

Vice President - General Counsel  
Title

County of Kenton )  
State of Kentucky ) ss.

The foregoing was subscribed and sworn to before me this 19 day of Dec., 2009, by  
Mark G. Kobasnik, as VP-General Counsel of Omnicare Inc.  
Printed Name Title

Witness my hand and official seal.



Cecilia Temple  
NOTARY PUBLIC

My Commission Expires

11-15-2010