

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
National Quality Care, Inc.	03/19/2010

RECEIVING PARTY DATA

Name:	Fresenius USA, Inc.
Street Address:	920 Winter Street
Internal Address:	Legal Department - Intellectual Property
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451

PROPERTY NUMBERS Total: 14

Property Type	Number
Application Number:	11673419
Application Number:	11830695
Application Number:	11933533
Application Number:	11933569
Application Number:	12574128
Application Number:	12636501
Application Number:	11778254
Application Number:	11500572
Application Number:	11942626
Patent Number:	6960179
Patent Number:	7309323
Patent Number:	7645253
Patent Number:	7597677
Patent Number:	7276042

CH \$560.00 11673419

CORRESPONDENCE DATA

Fax Number: (781)699-9410
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: judith.siegel@fmc-na.com
Correspondent Name: Fresenius Medical Care
Address Line 1: 920 Winter Street
Address Line 2: Legal Department - Intellectual Property
Address Line 4: Waltham, MASSACHUSETTS 02451

ATTORNEY DOCKET NUMBER:	XCORP P ASSIGN 2
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NAME OF SUBMITTER:	Judith g Siegel
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Total Attachments: 6
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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is made and entered into as of this March 19, 2010, by National Quality Care, Inc., a Delaware corporation ("Assignor"), for the benefit and in favor of Fresenius USA, Inc., a Massachusetts corporation ("Assignee").

WHEREAS, Assignor is the owner of the patents and patent applications which are set forth on Schedule A attached hereto, which is made a part hereof (collectively, the "Patents"); and

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated December 14, 2009, by and among Assignor, Assignee, Xcorporeal, Inc., a Delaware corporation, and Xcorporeal Operations, Inc., a Delaware corporation (the "Purchase Agreement"), Assignee wishes to acquire and Assignor wishes to assign and transfer to Assignee all of its rights, title and interest in and to the Patents.

NOW THEREFORE, in consideration of these premises, covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Patents, including the underlying inventions described therein, and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, and in and to any and all priority rights, convention rights and other benefits accruing or to accrue with respect to the filing of applications for patents or the issuance of patents in all countries in respect of the Patents, together with all rights derived therefrom, and in and to all income, royalties, damages and payments that are hereafter due or payable with respect to the Patents, including in and under all causes of action (either in law or in equity), together with the right to sue and recover damages for future, present and past infringements of the Patents. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. Assignor does hereby covenant and agree with the Assignee that Assignor will cooperate to effectuate the recordation of this transfer, that Assignor will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem reasonably necessary or desirable to perfect the Assignee's enjoyment of this grant, and render reasonable and necessary assistance in making application for and obtaining original, divisional, continuation, renewal, reissued, or extended Letters Patent of the United States or of any and all foreign countries on the Patents, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits.

3. Assignor further covenants that Assignee will, upon its reasonable request and at the expense of the Assignee, be provided promptly with all pertinent facts and documents relating to the Patents as may be known and accessible to Assignor and Assignor will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Patents which may be reasonably necessary or desirable to carry out the purposes hereof.

4. Assignor further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment of Patents.

5. This assignment is made and accepted upon and subject to the provisions under the Purchase Agreement. Nothing contained in this Assignment of Patents shall be deemed to supersede, or modify any of the obligations, agreements, covenants or warranties of Sellers or Buyer (each as defined in the Purchase Agreement) contained in the Purchase Agreement. If any conflict exists between the terms of this assignment and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control.

6. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor, its successors and assigns.

[Signature Page to Follow]

Schedule A

Patents and Patent Applications

REF #	CY	TITLE	STATUS	SERIAL #	FILED	PATENT #	ISSUED
27513	US	WEARABLE CONTINUOUS RENAL REPLACEMENT THERAPY DEVICE	ISSUED	10/085,349	11/16/2001	6,960,179	11/1 /2005
27527	US	WEARABLE CONTINUOUS RENAL REPLACEMENT THERAPY DEVICE	ISSUED	10/940,862	9 /14/2004	7,309,323	12/18/2007
27528	US	WEARABLE ULTRAFILTRATION DEVICE	ISSUED	10/846,618	5 /14/2004	7,645,253	1/12/2010
27529	US	WEARABLE ULTRAFILTRATION DEVICE	ISSUED	10/251,937	9 /19/2002	7,597,677	10/6 /2009
28190	US	WEARABLE CONTINUOUS RENAL REPLACEMENT THERAPY DEVICE	PUBLISHED	11/673,419	2 /9 /2007		
28397	US	WEARABLE ULTRAFILTRATION DEVICE	PUBLISHED	11/830,695	7 /30/2007		
28525	US	WEARABLE CONTINUOUS RENAL REPLACEMENT THERAPY DEVICE	PUBLISHED	11/933,533	11/1 /2007		
28396	US	WEARABLE ULTRAFILTRATION DEVICE	PUBLISHED	11/933,569	11/1 /2007		
29727	US	WEARABLE ULTRAFILTRATION DEVICE	PUBLISHED	12/574,128	10/6 /2009		
29796	US	WEARABLE ULTRAFILTRATION DEVICE	PENDING	12/636,501	12/11/2009		
27517	EP	WEARABLE CONTINUOUS RENAL REPLACEMENT THERAPY DEVICE	PUBLISHED	02773650.3	9 /26/2002		
27515	MX	WEARABLE CONTINUOUS RENAL REPLACEMENT THERAPY DEVICE	ISSUED	PA/a/2004/004690	5 /17/2004	251993	1 /29/2008
27525	US	LOW HYDRAULIC RESISTANCE CARTRIDGE	ISSUED	10/350,858	1 /23/2003	7,276,042	10/2 /2007
28375	US	LOW HYDRAULIC RESISTANCE CARTRIDGE	PUBLISHED	11/778,254	7 /16/2007		
27532	US	DUAL-VENTRICLE PUMP CARTRIDGE, PUMP, AND METHOD OF USE IN A WEARABLE CONTINUOUS RENAL REPLACEMENT THERAPY DEVICE	PUBLISHED	11/500,572	8 /7 /2006		
28731	CN	DUAL-VENTRICLE PUMP CARTRIDGE, PUMP AND METHOD OF USE IN A WEARABLE CONTINUOUS RENAL REPLACEMENT THERAPY DEVICE	PUBLISHED	200680035957.3	8 /7 /2006		
28734	EP	DUAL-VENTRICLE PUMP CARTRIDGE	PUBLISHED	06800983.6	8 /7 /2006		
29452	HK	DUAL-VENTRICLE PUMP CARTRIDGE, PUMP AND METHOD OF USE IN A WEARABLE CONTINUOUS RENAL REPLACEMENT THERAPY DEVICE	PUBLISHED	09103722.0	4 /22/2009		
28733	MX	DUAL-VENTRICLE PUMP CARTRIDGE, PUMP AND METHOD OF USE IN A WEARABLE CONTINUOUS RENAL REPLACEMENT THERAPY DEVICE	PENDING	MX/a/2008/001771	8 /7 /2006		
29005	SE	ENHANCED CLEARANCE IN AN ARTIFICIAL KIDNEY INCORPORATING A PULSATILE PUMP	PENDING	0950468-9	6 /17/2009		
28505	US	ENHANCED CLEARANCE IN AN ARTIFICIAL KIDNEY INCORPORATING A PULSATILE PUMP	PUBLISHED	11/942,626	11/19/2007		
28228	EP	WEARABLE PERITONEAL DIALYSIS SYSTEM	PUBLISHED	2786931.2	12/10/2002		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On March 12, 2010 before me, Pamela Corlis Davis
Date Here Insert Name and Title of the Officer

personally appeared ROBERT MARTIN SNUKAL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

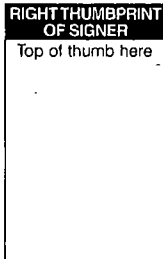
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

