

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Patrick Kammer	07/13/2006
Mark Martel	07/13/2006
Tood Cassidy	07/13/2006
Kevin J. Rackers	07/17/2006
RECEIVING PARTY DATA	
Name:	C CHANGE SURGICAL LLC
Street Address:	370 WABASHA STREET NORTH
City:	ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55102
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12943665
CORRESPONDENCE DATA	
Fax Number:	(651)204-7507
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	651-795-5810
Email:	susanna.li@ecolab.com
Correspondent Name:	ECOLAB USA INC.
Address Line 1:	MAIL STOP ESC-F7, 655 LONE OAK DRIVE
Address Line 4:	EAGAN, MINNESOTA 55121
ATTORNEY DOCKET NUMBER:	2766USD5
NAME OF SUBMITTER:	Shaoni L. Mitchell

OP \$40.00 12943665

Total Attachments: 7
 source=2766USI3-Assignment#page1.tif

501347028

PATENT
REEL: 025346 FRAME: 0118

source=2766USI3-Assignment#page2.tif
source=2766USI3-Assignment#page3.tif
source=2766USI3-Assignment#page4.tif
source=2766USI3-Assignment#page5.tif
source=2766USI3-Assignment#page6.tif
source=2766USI3-Assignment#page7.tif

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of 7/13/06, 2006 ("Effective Date") by and between:

Patrick Kammer, residing at 5513 Faye Drive, Greensboro, NC 27410, United States of America; Mark Martel, residing at 325 Lake Point Lane, Belews Creek, NC 27009; and Todd Cassidy, residing at 326 Deerfield Drive, Mocksville, NC 27028 (collectively "ASSIGNORS"); and

C° Change Surgical LLC, having a principal place of business at 101 N. Chestnut Street, Suite 301, Winston-Salem, North Carolina 27101, United States of America ("ASSIGNEE").

1.0 BACKGROUND

1.1 Each ASSIGNOR, through ASSIGNOR's role as managing member with ASSIGNEE, including an equity stake, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States with title "OPEN ACCESS SLEEVE FOR HEATED FLUID UNITS", Serial No. 11/378,531 filed on March 17, 2006. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application shall be referred to as the "Invention."

1.2 Through each ASSIGNOR's relationship with ASSIGNEE, owns all right, title and interest in and to the Invention. Each ASSIGNOR, in return for consideration for ASSIGNOR's relationship with ASSIGNEE, agreed to execute all the necessary documents in order to perfect and confirm ASSIGNEE's ownership in any inventions created or developed by ASSIGNOR during ASSIGNOR's relationship with ASSIGNEE.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each ASSIGNOR is executing this Assignment in order to confirm ASSIGNEE's ownership in and to formally transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 Each ASSIGNOR sells, assigns and transfers to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filing of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), continuation applications, continuation-in-part applications, results from a reissue process,

results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

2.2 Each ASSIGNOR also assigns all of that ASSIGNOR's right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 Each ASSIGNOR grants to ASSIGNEE the right to file applications on any aspect of the Invention in the name of that ASSIGNOR, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 Each ASSIGNOR further transfers and assigns to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 Each ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the invention and all the related patents and patent applications filed therefrom.

2.6 Each ASSIGNOR further covenants that, upon ASSIGNEE's request, that ASSIGNOR will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to that ASSIGNOR and that ASSIGNOR will testify as to the same in any interference or litigation related to the Invention or any Letters Patent, patent application, or related legal rights, 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 Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon each ASSIGNOR, each ASSIGNOR's heirs, legal representatives and assigns.

Date 7/13/06

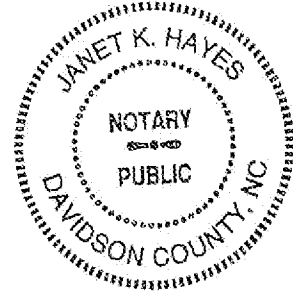
Patrick Kammer
Patrick Kammer

State of North Carolina)
) ss:
County of Forsyth)

On this 13th day of July, 2006, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Patrick Kammer, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Janet K. Hayes
Janet K. Hayes, Notary Public

My Commission Expires on May 1, 2010.



Date 7/13/06

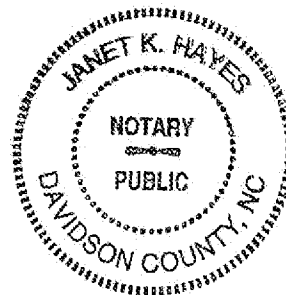
Todd Cassidy
Todd Cassidy

State of North Carolina)
) ss:
County of Forsyth)

On this 13th day of July, 2006, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Todd Cassidy, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Janet K. Hayes
Janet K. Hayes, Notary Public

My Commission Expires on May 1, 2010



CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of 7 - 17, 2006 ("Effective Date") by and between:

Kevin Joseph Rackers, residing at 7483 Summerhill Drive, Summerfield, NC 27358 United States of America and Automation Techniques, Inc. operating at 3703-B Alliance Drive Greensboro, NC 27358 United States of America ("ASSIGNORS"); and

C° Change Surgical LLC, having a principal place of business at 101 N. Chestnut Street, Suite 301, Winston-Salem, North Carolina 27101, United States of America ("ASSIGNEE").

1.0 BACKGROUND

1.1 Kevin Joseph Rackers through his relationship as an officer of Automation Techniques, Inc invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States with title "OPEN ACCESS SLEEVE FOR HEATED FLUID UNITS", Serial No. 11/378,531 filed on March 17, 2006. The useful improvements include novel additions to the prior art including but not limited to those improvements specifically set forth in the attached claims. The subject matter of this patent application shall be referred to as the "Invention."

1.2 ASSIGNEE, through its engagement of Kevin Joseph Rackers through Automation Techniques, Inc., owns all right, title and interest in and to the Invention.

1.3 For good and valuable consideration that benefited both ASSIGNORS, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS are executing this Assignment in order to confirm ASSIGNEE's ownership in and to formally document the transfer to ASSIGNEE all right, title and interest in and to the Invention and all Letters Patent or related legal rights which may be granted from the Invention in the United States or any foreign country.

2.0 ASSIGNMENT

2.1 ASSIGNORS sell, assign and transfer to ASSIGNEE, effective as of the Effective Date first set forth above, the full and exclusive and non-revocable right, title and interest in and to the Invention, all patent applications related to the Invention, and all Letters Patent or related legal rights which may be granted from the Invention in the United States, including Letters Patent or related legal rights that may arise from a chain of applications including links such as revised filing of the application(s) referenced above, non-provisional applications claiming priority to any provisional applications listed above (if applicable), continuation applications, continuation-in-part applications, results from a reissue process, results from a re-examination process, or from any like process to any of the above for the full term or terms for which the Letters Patent or related legal rights may be granted.

2.2 ASSIGNORS also assign all of ASSIGNORS' right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent or related legal rights

in any foreign country and the right to all current and further applications for patents or related legal rights for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNORS grant to ASSIGNEE the right to file applications on any aspect of the Invention in the name of Kevin J. Rackers, in the name of ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

2.4 ASSIGNORS further transfer and assign to ASSIGNEE all causes of action, rights, and remedies arising under any such patent, related legal rights, or application prior to or after the Effective Date of this Agreement.

2.5 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment of the invention and all the related patents and patent applications filed therefrom.

2.6 ASSIGNORS further covenant that, upon ASSIGNEE's request, ASSIGNORS will promptly provide ASSIGNEE with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNORS 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 Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS, ASSIGNORS' heirs, legal representatives, successors in interest, and assigns.

7-17-06
Date

Kevin J. Rackers
Kevin Joseph Rackers (Personally)

7-17-06
Date

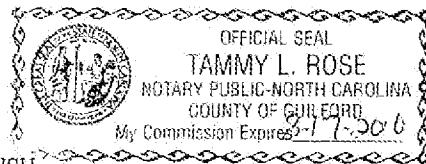
Kevin J. Rackers
Kevin J. Rackers
as President of Automation Techniques, Inc.

State of NC)
County of Guilford) ss:

On this 17 day of July, 2006, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Kevin J. Rackers, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Tammy L. Rose
, Notary Public

My Commission Expires on 8-17-2010



- 2 -
Atty. Docket No.: CS05006USU
Serial No.: 11/378,531