PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

			NEW ASSIGNMENT		
	NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY	′ DATA		<u> </u>		
		N	lame	Execution Date	
Bristol-Myers Squibb Company				08/01/2008	
ConvaTec Inc.				10/28/2008	
RECEIVING PARTY	DATA				
Name:	ConvaTec Technologies Inc.				
Street Address:		3993 Howard Hughes Parkway			
Internal Address:	Suite 250				
City:	Las Vegas				
State/Country:	NEVADA				
Postal Code:	89169				
Property Type Patent Number:		6709421			
Property Type		Number			
		6840924			
CORRESPONDENCI	E DATA				
Fax Number:	(908)90	4-2373			
	. ,		hen the fax attempt is unsuccessful.		
Phone:	9089042	2376			
Email: michelle.king@convatec.com					
Correspondent Name: Stuart E. Krieger					
Address Line 1: 100 Headquarters Park Drive Address Line 4: Skillman, NEW JERSEY 08558					
Address Line 4:	Skillmar	n, NEW	JERSEY U8008		
ATTORNEY DOCKET NUMBER:		CV0319 AND C-314			
NAME OF SUBMITTER:		Stuart E. Krieger			
Total Attachments: 1	1				
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ASSIGNMENT OF PATENTS

This Assignment of Patents ("<u>Assignment</u>") is made this <u>lst</u> day of <u>August</u> 2008 by and between Bristol-Myers Squibb Company, a Delaware corporation, having an address at 345 Park Avenue, New York, NY 10154 ("<u>Assignor</u>"), and ConvaTec, Inc., a Delaware corporation, having an address at 100 Headquarters Park Drive, Skillman, NJ 08558 ("<u>Assignee</u>").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor assigns, transfers and sets over unto Assignee its entire right, title and interest in all countries of the world in and to the patent applications and patents contained in Schedule A attached hereto and any patents which may be issued and/or granted thereon, and including all patents and patent applications arising from all divisions, continuations, reissues and reexamination certificates and extensions thereof, including any actions, claims and demands whatsoever, known or unknown, that Assignor may have had thereunder prior to the date of this Assignment, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors, assigns, and legal representatives, to the full end of the term for which each of said patents are or may hereafter be granted as fully and entirely as the same would have been held by Assignor had this Assignment not been made. This Assignment includes the grant by the Assignor to the Assignee of the right to claim priority for the applications contained in Schedule A under the International Convention for the Protection of Industrial Property and under any other international agreement to which the United States of America is or hereafter becomes a signatory.

The Assignor hereby authorizes the division of the information provided in Schedule A by the Assignee in order to facilitate the conveyance, transfer and assignment, consolidation, vesting and recording in Assignee, full ownership of the patent applications and patents contained in Schedule A attached hereto.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer on the date first above written.

ASSIGNOR:

BRISTOL-MYERS SQUIBB COMPANY a Delaware corporation

By: Name:

Title: Vice President and Deputy General Counsel, IP

ASSIGNEE:

CONVATEC INC. a Delaware corporation

By:_____ Name: Title:

STATE OF <u>New lersey</u>)) SS: COUNTY OF <u>Mercer</u>)

On this <u>lst</u> day of <u>August</u> 2008, personally came before me <u>Louis J. Wille</u>, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the VP & Deputy Gen. Counsel of BRISTOL-MYERS SQUIBB COMPANY, a Delaware corporation; and

(b) This document was signed and delivered by BRISTOL-MYERS SQUIBB COMPANY as its voluntary act and deed by virtue of authority from its directors.

[Seal]

Visa 3, Surla Notary Public

LISA B. SWIDRA Notary Public of New Jersey My Commission Expires April 22, 2009





IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer on the date first above written.

ASSIGNOR:

BRISTOL-MYERS SQUIBB COMPANY a Delaware corporation

By:_____ Name: Title:

ASSIGNEE:

CONVATEC INC. a Delaware corporation

By: <u>Jevin</u> S. Name: Bevin O'Neil Title: President

On this _____ day of _____ 2008, personally came before me ______, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the of BRISTOL-MYERS SQUIBB COMPANY, a Delaware corporation; and

(b) This document was signed and delivered by BRISTOL-MYERS SQUIBB COMPANY as its voluntary act and deed by virtue of authority from its directors.

[Seal]

Notary Public

STATE OF Nan York) SS: COUNTY OF Nan York)

On this 1 day of <u>Puoust</u> 2008, personally came before me Bayin ONexi ..., and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the <u>Projecter</u> tof CONVATEC INC., a Delaware corporation; and

(b) This document was signed and delivered by CONVATEC INC. as its voluntary act and deed by virtue of authority from its directors.

[Seal]

Notary Public

EXCHAY, BARNETTY Notary Public, State of New York No. 01BA9172532 Qualities in New York County Commission Explores August 13 2011



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Schedule A

Patents

See enclosed patent schedule. [To be provided.]

SCHEDULE A

Case Reference	Patent Number
C-314 US NP	6709421
CV0319 US NP	6840924

EXECUTION COPY

ASSIGNMENT OF PATENTS

This Assignment of Patents ("<u>Assignment</u>") is made this 28th day of October 2008 by and between ConvaTec Inc., a Delaware corporation, having an address at 100 Headquarters Park Drive, Skillman, NJ 08558 ("<u>ConvaTec</u>") (collectively, "<u>Assignor</u>"), and ConvaTec Technologies Inc., a Nevada Sub-Chapter C corporation, having an address at 6100 Neil Road, Suite 500, Reno, Nevada 89511 ("Assignee") (collectively, "<u>Parties</u>").

Assignor hereby assigns, transfers and sets over unto Assignee its entire right, title and interest in and to the patent applications and patents contained in Schedule A attached hereto and any patents which may be issued and/or granted thereon, and including all patents and patent applications arising from all divisions, continuations, reissues and reexamination certificates and extensions thereof, including any actions, claims and demands whatsoever, known or unknown, that Assignors may have had thereunder prior to the date of this Assignment, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors, assigns, and legal representatives, to the full end of the term for which each of said patents are or may hereafter be granted as fully and entirely as the same would have been held by Assignor had this Assignment not been made. This Assignment includes the grant by the Assignor to the Assignee of the right to claim priority for the applications contained in Schedule A under the International Convention for the Protection of Industrial Property and under any other international agreement to which the United States of America is or hereafter becomes a signatory.

The Assignors hereby authorize the division of the information provided in Schedule A by the Assignee in order to facilitate the conveyance, transfer and assignment, consolidation, vesting and recording in Assignee, full ownership of the patent applications and patents contained in Schedule A attached hereto.

All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer on the date first above written.

ASSIGNOR:

CONVATEC INC. a Delaware corporation

By: Liden M. Kilcorphi Name: John M. Kilcorphi

Title: Assistant Secretary

ASSIGNEE:

CONVATEC TECHNOLOGIES INC. a Nevada Sub-Chapter C corporation

By: John M. Kilcorne Name: John M. Kilcorne

Assistant Secretary Title:

STATE OF NEW JERSEY)) SS: COUNTY OF SOMERSET)

On this 28TH day of October 2008, personally came before me John M. Kilcoyne, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Assistant Secretary of CONVATEC INC., a Delaware corporation; and

(b) This document was signed and delivered by CONVATEC INC. as its voluntary act and deed by virtue of authority from its directors.

[Seal]

Notary Public

CLARA L. NAVARRETE A Notary Public of New Jersey My Commission Expires June 15, 2009

STATE OF NEW JERSEY)) SS: COUNTY OF SOMERSET)

On this 28TH day of October 2008, personally came before me John M. Kilcoyne, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Assistant Secretary of CONVATEC TECHNOLOGIES INC., a Nevada Sub-Chapter C corporation; and

(b) This document was signed and delivered by CONVATEC TECHNOLOGIES INC. as its voluntary act and deed by virtue of authority from its directors.

[Seal]

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Notary Public

CLARA L. NAVARRETE A Notary Public of New Jersey My Commission Expires June 15, 2009



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New York



Schedule A

Patents

See enclosed patent schedule. [To be provided.]

SCHEDULE A

Case Reference	Patent Number
C-314 US NP	6709421
CV0319 US NP	6840924