# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MM Minnesota, LLC	10/04/2010

#### **RECEIVING PARTY DATA**

Name:	National Biomedical, LLC		
Street Address:	6077 Baywood Lane		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55346		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number				
Patent Number:	5634468				

## **CORRESPONDENCE DATA**

Fax Number: (612)632-4297

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Address Line 4: Minneapolis, MINNESOTA 55402-0906

ATTORNEY DOCKET NUMBER: 136226

NAME OF SUBMITTER: Gwen Spurrier

### Total Attachments: 4

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### PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of October 4, 2010, by and between Management Resolutions, a division of JBL Companies, as court-appointed receiver ("Receiver") for the assets of MM Minnesota, LLC, a Minnesota limited liability company ("Assignor"), and National Biomedical, LLC, a Minnesota limited liability company ("Assignee").

#### RECITALS

- A. Pursuant to the Asset Purchase Agreement between Receiver and Assignee of even date herewith, Receiver has agreed to sell, transfer, convey, assign and deliver to Assignee all worldwide right, title and interest in, to and under all of the patents, as listed and described on **Exhibit A** hereto (the "**Patents**").
- B. Assignee wishes to acquire and Receiver wishes to assign all right, title and interest in, to and under the Patents.

#### ASSIGNMENT

**NOW**, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment. Receiver does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in, to and under the Patents, including any divisions, reissues, reexaminations, extensions or foreign equivalents thereof or continuations or continuations-in-part and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all of the goodwill associated with the business of Assignor relating to the Patents and all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 2. **Recording of Assignment**. Receiver authorizes the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any divisions, reissues, reexaminations or extensions thereof or continuations or continuations-in-part, and to issue any and all letters patent thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 3. **Additional Documents**. Receiver and Assignor agree to execute any additional documents presented by Assignee which are or may be reasonably necessary to evidence

PATENT REEL: 025835 FRAME: 0415 or perfect the assignment, including those reasonably necessary to effectuate the recordation of the assignment or the rights of Assignee in the Patents.

**IN TESTIMONY WHEREOF**, the Receiver and Assignee have caused this Assignment to be signed and executed by its undersigned duly authorized officers.

## **RECEIVER:**

Management Resolutions, a division of JBL Companies, as court-appointed receiver for the assets of MM Minnesota, LLC

By John Blown
Its Jes-Joni

STATE OF MINNESOTA ) ss COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 4th day of October, 2010, by of Management Resolutions, a division of JBL Companies, as court-appointed receiver for the assets of MM Minnesota, LLC, a Minnesota limited liability company, on behalf of MM Minnesota, LLC.

JODEE L. MARBLE
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2015

Notary Public

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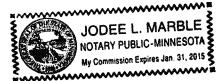
National Biomedical, LLC

Its President

STATE OF MINNESOTA ) ss COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 4th day of October, 2010, by

The State of National Biomedical, LLC, a Minnesota limited liability company, on behalf of National Biomedical, LLC.



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# **EXHIBIT A**

# **PATENTS**

# **US Patents and Applications**

US Patent No.	US Appl. No.	Filing Date	Issue Date	Title
5634468	08/313054	12/06/1994	06/03/1997	SENSOR PATCH AND SYSTEM FOR PHYSIOLOGICAL MONITORING

# **Foreign Patents and Applications**

Foreign Patent or Publication No.	Publication Date	Filing Date	Country	Title
WO9319667	10/14/1993	04/02/1993	WIPO	SENSOR AND SYSTEM FOR PHYSIOLOGICAL MONITORING
JP07508185	09/14/1995	04/02/1993	Japan	N/A
ES2155068	05/01/2001	04/02/1993	Spain	Systema De Supervision Fisiologica
EP0636009	11/15/1995	04/02/1993	Europe	SENSOR AND SYSTEM FOR PHYSIOLOGICAL MONITORING
DE69329710	08/02/2001	04/02/1993	Germany	Anordung Zur Ueberwachung Physiologischer Parameter
AU3818693	11/08/1993	04/02/1993	Australia	SENSOR AND SYSTEM FOR PHYSIOLOGICAL MONITORING
AT0197761	12/15/2000	04/02/1993	Austria	Anordung Zur Ueberwachung Physiologischer Parameter

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**RECORDED: 02/18/2011**