

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Engineering & Research Associates, Inc.	05/27/2011
RECEIVING PARTY DATA	
Name:	Haemonetics Corporation
Street Address:	400 Wood Rd.
City:	Braintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12564317
CORRESPONDENCE DATA	
Fax Number:	(781)356-3558
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	781-356-9377
Email:	jperullo@haemonetics.com
Correspondent Name:	John Perullo
Address Line 1:	400 Wood Rd.
Address Line 4:	Braintree, MASSACHUSETTS 02184
ATTORNEY DOCKET NUMBER:	SB08/PT02
NAME OF SUBMITTER:	John Perullo
Total Attachments: 3 source=Confirmatory Patent Assignment052711#page1.tif source=Confirmatory Patent Assignment052711#page2.tif source=Confirmatory Patent Assignment052711#page3.tif	

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CONFIRMATORY PATENT ASSIGNMENT

This Confirmatory Patent Assignment (this "Assignment") is made effective this 27th day of May, 2011, by and between Engineering & Research Associates, Inc., a Delaware corporation ("Company"), and Haemonetics Corporation, a Massachusetts corporation ("Buyer").

WHEREAS, Company may possess certain rights in and to, US patent application 12/564,317 (and patents issuing on such application) and the invention(s) described and/or claimed in such patents and patent applications (collectively, the "Patent Rights") due to the execution and recordal of a patent assignment for said patent application from the inventor to the Company; and

WHEREAS, Buyer and Company have entered into a certain Asset Purchase Agreement dated September 4, 2009 (the "Purchase Agreement"), pursuant to which Buyer acquired all of Company's right, title and interest in and to several patents and patent applications including the Patent Rights, in particular the predecessor provisional application number 61/101,591 to which patent application number 12/564,317 claims priority.

WHEREAS Company now desires to confirm that Buyer owns all right title and interest in the subject application and all predecessor applications and subsequent related applications and resulting patents including the Patent Rights.

NOW, THEREFORE, to all whom it may concern be it known that for \$1.00 and in consideration of good and valuable consideration including consideration agreed upon between Company and Buyer under the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Company has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Buyer, its successors, assigns, and legal representatives, Company's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described and/or claimed in the Patent Rights (the "Inventions"), together with Company's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Company may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Buyer for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Company had this assignment and sale not been made; and Company hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Company hereby acknowledges that this assignment, being of Company's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Buyer to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Buyer's selection and the right to procure the grant of all patents to Buyer in its own name as Buyer of Company's entire right, title and interest therein;

AND, Company hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Buyer, its successors, assigns, and legal representatives, as well as to third parties at the request of Buyer including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Buyer, and generally do everything possible to aid Buyer, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Buyer's reasonable expense;

AND, Company hereby further agrees to provide, at Buyer's expense, statements or testimony in any interference or other proceeding in which any of the Patent Rights may be involved to the extent Company is reasonably able to provide such statements or testimony;

AND, Company does hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Buyer, its successors, assigns, or legal representatives.

Buyer and Company also agree that multiple copies of this Assignment of Patent Rights may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Buyer and Company.

No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Company and Buyer, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Agreement to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.

ENGINEERING & RESEARCH
ASSOCIATES, INC.
100 N. Tucson Boulevard
Tucson, AZ 85716
USA

By: Roger J. Vogel

Name: Roger Vogel

Title: CEO

STATE OF Arizona

County of Pima, ss.

On this 27 day of May, 2011, before me, the undersigned notary public, personally appeared Roger Vogel, who proved to me through satisfactory evidence of identification, which consisted of Driver License AZ, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Cynthia Florian
Seal

Notary Public

My commission expires: 05/31/2014



CYNTHIA FLORIAN
Notary Public—Arizona
Pima County
Expires 05/31/2014