

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LMA Medical Innovations	03/14/2011
RECEIVING PARTY DATA	
Name:	Medline Industries Inc
Street Address:	One Medline Place
City:	Mundelien
State/Country:	ILLINOIS
Postal Code:	60060
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	12047194
Application Number:	60894438
Patent Number:	6653607
Patent Number:	6933469
Patent Number:	6967309
Patent Number:	6924467
Patent Number:	7176419
Patent Number:	7196289
CORRESPONDENCE DATA	
Fax Number:	(847)949-2633
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	847-643-4734
Email:	docketing@medline.com
Correspondent Name:	David Noskowitz
Address Line 1:	One Medline Place
Address Line 2:	Executive Office

OP \$320.00 12047194

501560189

PATENT
REEL: 026418 FRAME: 0516

Address Line 4: Mundelein, ILLINOIS 60060

ATTORNEY DOCKET NUMBER:

10326ACQ

NAME OF SUBMITTER:

David S Noskowicz

Total Attachments: 5

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EXECUTION COPY

PATENT ASSIGNMENT

WHEREAS, LMA North America, Inc., a Delaware corporation ("LMA") and LMA Medical Innovations, Ltd., an entity organized under the laws of the Republic of Seychelles ("LMIL" and together with LMA the "Seller"), is the sole and exclusive owner of the patents listed on the attached Schedule A, and of the invention or improvements disclosed therein (all hereinafter collectively referred to as the "Patents");

WHEREAS, Medline Industries, Inc. (the "Buyer"), a corporation of Illinois is acquiring the Patents from Seller pursuant to the terms set forth in that certain Assets Purchase Agreement dated as of November 10, 2010 (the "Agreement"), to which Seller and Buyer are parties; and

WHEREAS, Seller wishes to herein memorialize said assignment, transfer and sale of the Patents to Buyer.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Buyer, all right, title and interest in and to the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, extensions, and foreign patents and patent applications related thereto, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by the Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made; together with all claims for past and future damages by reason of infringement of same, with the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Patents to record this Patent Assignment. The Seller hereby further requests the Commissioner and his or her foreign counterparts to issue any and all patents resulting from applications among the Patents or derived therefrom to Buyer as assignee of the entire interest.

AND, the Seller, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Buyer, the Seller will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Buyer in order to assign, transfer, set over and convey unto, and

vest in, the Buyer, its respective successors and assigns, any or all of the Patents, and to put the Buyer in actual possession and operating control thereof, free and clear of all liens, to assist the Buyer in exercising all rights with respect thereto and to assure the Buyer of the full benefits thereof.

This Patent Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Seller and the Buyer. This Patent Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

* * *

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on _____, 2010.

Seller: LMA Medical Innovations, Ltd

By: M J Brown
Name: M J Brown
Title: Director

CERTIFICATE OF ACKNOWLEDGEMENT

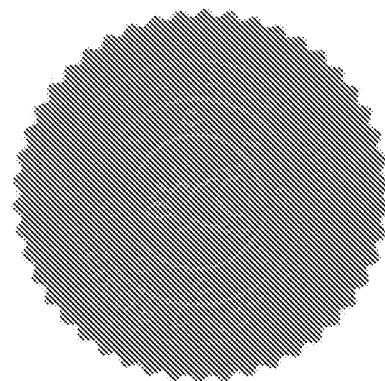
I, ~~ROBERT HACHMAN~~ a Notary Public in and for Jersey do hereby certify that ~~MICHAEL JOHN BRINT~~ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as a free act and deed on behalf of the identified corporation, ~~H2OR, Inc.~~, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 14th day of March, 2010.

Notary Public

Commission Expires: WITH LIFE
010279

SIGNATURE PAGE TO PATENT ASSIGNMENT



* LMA MEDICAL INNOVATIONS, LTD

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on 2/25, 2010.

Buyer: Medline Industries, Inc.

By: Benjamin Duck
Name: Benjamin Duck
Title: Director

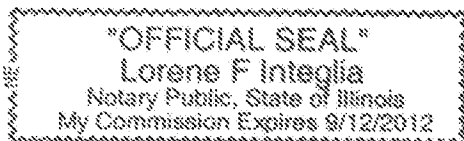
CERTIFICATE OF ACKNOWLEDGEMENT

I, Lorene Integlia Notary Public in and for Illinois do hereby certify that Benjamin Duck personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as a free act and deed on behalf of the identified corporation, HEOR, Inc., with authority to do so.

Feb IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 25 day of 2011, 2010.

Lorene F Integlia
Notary Public

Commission Expires: 9/12/2012



SIGNATURE PAGE TO PATENT ASSIGNMENT

SCHEDULE A
LMA Medical Innovations, Ltd
PATENT ASSIGNMENT

Patents

Attorney REF.	COUNTRY	APPLICATION NO.	PUBLICATION NO.	ASSIGNEE
DEVICE AND METHOD FOR TEMPERATURE MANAGEMENT OF HEATING PAD SYSTEMS				
J00050809AU	Australia	2008224837	TBC	LMA MI
J00050809CN	China	200860007968.8	TBC	LMA MI
J00050808JP	Japan	500254074	TBC	LMAMI
J00050809WO	PCT	PCT/IB08/000771	WO/2008/116922	LMAMI
J00050808US	USA	12/1047191	20080255841	LMAMI
J00050808EP	EP	08718393.4	2123118	LMAMI
J00050909USP	USA	00/894438	N/A	LMAMI
HEATING PAD SYSTEMS, SUCH AS FOR PATIENT WARMING APPLICATIONS				
J00051808US	USA	09/880775	6632407 ✓	LMA MI
J00051806USA	USA	10/419701	6633468 ✓	LMA MI
J00051806USB	USA	10/637727	6967309 ✓	LMA MI
J00051809USC	USA	10/657209	6924487 ✓	LMA MI
J00051808USD	USA	11/192333	7176419 ✓	LMAMI
J00018006USE	USA	11/206242	7196289	LMA MI
TEMPERATURE MANAGEMENT SYSTEM				
J00051308GB	Great Britain	0901609.8	N/A	LMAMI
J00051308WO	PCT	PCT/IB10/1000288	TBC	LMAMI