



06/03/2011

Commissioner of Patents & Trademarks

Washington, D C 20231

PTO-1595

RE



U S DEPARTMENT OF COMMERCE

U S PATENT AND TRADEMARK OFFICE

(Rev. 03/01)

103626360

To the honorable Commissioner of Patents and Trademarks Please read the original document or copy thereof

1 Name of Conveying Party(ies):
Gambro Lundia AB

Additional name(s) of conveying party(ies) attached? Yes No

2 Name and Address of Receiving Party(ies)

Name: **Fresenius Medical Care Deutschland GmbH**

Street Address: **Else-Kröner-Strasse 1**

Street Address:

City: **Bad Homburg**

State/Country: **Germany** Postal Code: **61352**

Additional name(s) and addresses attached? Yes No

3 Nature of Conveyance

Assignment Change of Name

Security Agreement Other:

Merger Execution Date: **12/27/10**

4 Application Number(s) or Patent Number(s):

Assignment is being filed together with new application and the first execution date of application is

Application has been filed already and the application filing date is: **05/01/2009**

A Patent Application Number(s): **12/300,410**

B Issued Patent Number(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning this matter should be mailed.

CUSTOMER NUMBER 00136 -or-

JACOBSON HOLMAN PLLC
400 Seventh Street, N.W.
Washington, D.C. 20004-2218
Tel 202-638-6666

Attorney Docket Number: **P74025US0**

6 Total number of applications and patents involved: **1**

7 Total Fee (37 CFR 3.41): **\$ 40.00**

Enclosed

Any deficiencies in enclosed fees are authorized to be charged to **Deposit Account No. 06-1358.**

DO NOT USE THIS SPACE

8. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Harvey B. Jacobson, Jr. **20,851** *John C. New Reg. No. 34,378* **June 1, 2011**

Name of Person Signing, Reg No Signature Date

Total number of pages including cover sheet, attachments, and documents **18**

06/02/2011 SNOHAME 00000013 12300410
01 FC:0021 **PATENT** 40.00 OP
REEL: 026449 FRAME: 0881



EXECUTION VERSION

PATENT

ASSIGNMENT

BY AND AMONG

GAMBRO LUNDIA AB

GAMBRO HOSPAL (SCHWEIZ) AG

GAMBRO DASCO S.P.A.

AND

FRESENIUS MEDICAL CARE DEUTSCHLAND GMBH


PATENT


REEL: 026449 FRAME: 0882

This PATENT AND COPYRIGHT ASSIGNMENT (this "Assignment"), is made and effective as of the 27th day of December 2010 (the "Effective Date") by Gambro Lundia AB, a corporation organized under the Laws of Sweden, having its registered office at Magistratsvägen 16, P.O. Box 10101, SE-220 10 Lund, Sweden ("Gambro"), certain of its Affiliates as listed in Exhibit A (together with Gambro, the "Assignors") in favour of Fresenius Medical Care Deutschland GmbH, a company with limited liability organized under the Laws of Germany, having its registered office at Else-Kröner-Straße 1, 61346 Bad Homburg v.d.H., Germany ("Assignee"), for its benefit (each individually a "party" and collectively the "parties").

WITNESSETH:

WHEREAS, certain Assignors are engaged in the business of manufacturing, selling and distributing peritoneal dialysis products on a worldwide basis (the "PD Business");

WHEREAS, Assignors own certain right, interest and title to and in the patents listed in the attached Schedule 1 (the "Patents") and the registrations and pending applications associated therewith, together with (i) rights, powers, privileges, defenses and immunities arising or accrued from the Patents, including all causes of action for past, present

(ii) all the benefits of any patent applications comprised in the Patents, such that upon registration of such patent applications this Assignment shall vest the same in Assignee (collectively, the "Patent Rights");

NOW, THEREFORE, each of the Assignors and Assignee hereby agrees as follows.

1. Assignment. Each of the Assignors hereby irrevocably sells, assigns, transfers and sets over to Assignee its respective right, title and interest in and to the Patent Rights

2. Further Assurances. Assignors agree to perform all further acts and execute and deliver all further documents and/or instruments which may be reasonably necessary to carry out the provisions of this Assignment, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Patents hereunder and in compliance with all applicable foreign laws and to assure that the assignments of the Patents are properly recorded at any appropriate administrative agency in countries in which the Patents are registered. Assignee shall be responsible for the payment of all fees, costs, Taxes and other charges incurred in connection with this Assignment. Notwithstanding the foregoing, Assignors shall be responsible for the payment of their own internal costs and expenses, and for the payment of the fees related to the preparation of the assignment documents by their legal counsels.

[Signature Page Follows]



PATENT

REEL: 026449 FRAME: 0884

IN WITNESS WHEREOF, each of the Assignors and Assignee has executed this Assignment as of the day and year first above written.

ASSIGNORS

Gambro Lundia AB.
By: [Signature]
Name: Nicklas Sothelund
Title: Attorney in fact

By: [Signature]
Name: DO TARRAS-WATTEN
Title: Attorney in fact

Gambro Hospal (Schweiz) AG
By: [Signature]
Name: Nicklas Sothelund
Title: Attorney in fact

By: [Signature]
Name: DO TARRAS-WATTEN
Title: Attorney in fact

Gambro Dasco S.p.a.
By: [Signature]
Name: Nicklas Sothelund
Title: Attorney in fact

By: [Signature]
Name: DO TARRAS-WATTEN
Title: Attorney in fact

ASSIGNEE

Fresenius Medical Care Deutschland GmbH
By: [Signature]
Name: MICHAEL JOHN
Title: Attorney in fact