

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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| SUBMISSION TYPE:                                                                                                                                                     | NEW ASSIGNMENT                        |
| NATURE OF CONVEYANCE:                                                                                                                                                | ASSIGNMENT                            |
| CONVEYING PARTY DATA                                                                                                                                                 |                                       |
| Name                                                                                                                                                                 | Execution Date                        |
| Kenneth M. Zinn                                                                                                                                                      | 12/02/2011                            |
| RECEIVING PARTY DATA                                                                                                                                                 |                                       |
| Name:                                                                                                                                                                | Innovative Medical Devices, LLC       |
| Street Address:                                                                                                                                                      | 6 Mary Jane Lane                      |
| City:                                                                                                                                                                | Westport                              |
| State/Country:                                                                                                                                                       | CONNECTICUT                           |
| Postal Code:                                                                                                                                                         | 06880                                 |
| PROPERTY NUMBERS Total: 2                                                                                                                                            |                                       |
| Property Type                                                                                                                                                        | Number                                |
| Application Number:                                                                                                                                                  | 13549998                              |
| Application Number:                                                                                                                                                  | 13550745                              |
| CORRESPONDENCE DATA                                                                                                                                                  |                                       |
| Fax Number:                                                                                                                                                          | 2158325718                            |
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| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>                                                |                                       |
| Correspondent Name:                                                                                                                                                  | Peter K. Zacharias                    |
| Address Line 1:                                                                                                                                                      | One Logan Square                      |
| Address Line 4:                                                                                                                                                      | Philadelphia, PENNSYLVANIA 19103-6998 |
| ATTORNEY DOCKET NUMBER:                                                                                                                                              | 125708-00366/367                      |
| NAME OF SUBMITTER:                                                                                                                                                   | Peter K. Zacharias                    |
| Total Attachments: 3<br>source=125708-00366_IMD_Assignment#page1.tif<br>source=125708-00366_IMD_Assignment#page2.tif<br>source=125708-00366_IMD_Assignment#page3.tif |                                       |

CH \$80.00 13549998

## ASSIGNMENT

THIS ASSIGNMENT, made on the date set forth below by **Kenneth M. Zinn**, a citizen of the United States of America residing at **6 Mary Jane Lane, Westport, Connecticut 06880** (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor has invented or co-invented certain new and useful improvements (hereinafter referred to as "the Inventions") for which a provisional application for Letters Patent has been filed in the United States Patent and Trademark Office, identified as Application No. **60/936,491**, filed **June 20, 2007** and entitled "**Venous Access Port with Molded and/or Radiopaque Indicia**"; and for which a nonprovisional application for Letters Patent has been filed in the United States Patent and Trademark Office, identified as Application No. **12/143,377**, filed **June 20, 2008** and entitled "**Venous Access Port with Molded and/or Radiopaque Indicia**"; and for which a patent application under the Patent Cooperation Treaty has been filed in the United States Patent and Trademark Office, identified as Application No. **PCT/US08/67679**, filed **June 20, 2008** and entitled "**Venous Access Port with Molded and/or Radiopaque Indicia**" (hereinafter referred to as "the Applications"); and

WHEREAS, **Innovative Medical Devices, LLC**, a corporation duly organized under and pursuant to the laws of the State of Connecticut, having a principal place of business at **6 Mary Jane Lane, Westport, Connecticut 06880** (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Inventions and the Applications, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and therefrom.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the Inventions, in and to the Applications, in and to any application for Letters Patent claiming benefit of the Applications, including any and all divisions, continuations, and continuations-in-part of the Applications, in and to any and all Letters Patent or Patents (hereinafter referred to as "the Letters Patent or Patents") in the United States of America and all foreign countries which may be granted therefor and therefrom, in and to any enhancements, improvements, and extensions thereon, and all rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes ("Assigned Patent Rights"), the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which the Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, any and all confidential know-how, ideas, concepts, procedures, processes, methods, data, other information, and any proprietary rights that the Assignor may

have which are not disclosed in the Applications and which are necessary or appropriate for, or useful in connection with, the development or commercialization and realization of, or any further research with respect to, the Assigned Patent Rights;

AND for the same consideration, the Assignor hereby represents and warrants that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Assigned Patent Rights and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor shall execute all papers and documents, take all lawful oaths, make all lawful declarations, and do all acts necessary or required to be done for the procurement, protection, maintenance, enforcement, and defense of the Assigned Patent Rights;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor shall execute all papers and documents necessary in connection with any interference, reexamination, supplemental examination, reissue, or any post-grant review procedure that may be declared concerning the Letters Patent or Patents and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference, reexamination, supplemental examination, reissue, or post-grant review procedure;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor shall perform all affirmative acts which may be necessary to obtain or maintain the grant of the Letters Patent or Patents to the Assignee in the United States of America and all foreign countries;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor shall execute separate assignment documents in connection with the Assigned Patent Rights as the Assignee may deem necessary or expedient.

The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any counterpart thereto of any and all countries foreign to the United States of America to issue, respectively, any Letters Patent or Patents of the United States and any Letters Patent or Patents of any foreign patent office resulting from the Assigned Patent Rights to the Assignee, as the Assignee of the Assigned Patent Rights, for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

The undersigned hereby grants the firm of **BLANK ROME LLP** the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any foreign counterpart thereto for recordation of this document.

IN WITNESS WHEREOF, the Assignor has hereunto set his hands as of the date written below.

Date:

12/2/2011

*Ken Zinn*

Kenneth M. Zinn

STATE OF CONNECTICUT

COUNTY OF

Fairfield

On this 2<sup>nd</sup> day of December, 2011, before me a Notary Public for the State of Connecticut, the undersigned Officer, personally appeared **Kenneth M. Zinn**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Assignment, and acknowledged that he executed the same for the purposes therein contained, and desires the same might be recorded as such.

I hereunto set my hand and official seal.

*Penelope L. Diaz*

Notary Public

PENELOPE L. DIAZ  
NOTARY PUBLIC  
My Commission Expires 04/30/2016