

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MedPro Safety Products, Inc.	12/31/2012
RECEIVING PARTY DATA	
Name:	Greiner Bio-One GmbH
Street Address:	Bad Haller Strasse 32
City:	4550 Kremsmuenster
State/Country:	AUSTRIA
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5688241
Patent Number:	6379336
Patent Number:	7357783
Patent Number:	6869415
Patent Number:	6840920
Patent Number:	7144387
CORRESPONDENCE DATA	
Fax Number:	7044441111
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7044441000
Email:	rieko.welch@alston.com
Correspondent Name:	Alston & Bird LLP
Address Line 1:	101 S. Tryon Street, Suite 4000
Address Line 2:	Bank of America Plaza
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000
ATTORNEY DOCKET NUMBER:	059188/412071
PATENT	

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REEL: 030056 FRAME: 0419

CH \$240.00 5688241

NAME OF SUBMITTER:

George M. Taulbee

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "**Agreement**") is made by and between MedPro Safety Products, Inc., a Nevada corporation ("MedPro Safety") and MedPro Investments LLC, a Delaware limited liability company ("MedPro Investments") (MedPro Safety and MedPro Investments individually and collectively "**Assignor**") and Greiner Bio-One GmbH, an Austrian company, having a principal place of business at Bad Haller Strasse 32, 4550 Kremsmuenster, Austria ("**GBO GmbH**" or "**Assignee**"). This Agreement is entered into on December 31, 2012 ("**Agreement Date**") and shall be effective as of the Assignment Effective Date (as that term is defined in the Asset Purchase Agreement ("**Assignment Effective Date**").

RECITALS

A. Assignors and Assignee are parties to that certain Asset Purchase Agreement between and among MedPro Safety, MedPro Investments, GBO GmbH, Athyrium Opportunities Fund (A) LP, Athyrium Oppoportunities Fund (B) LP, NB Athyrium LLC, Public Employees Retirement System of Ohio, South Carolina Retirement System, Post Traditional High Yield Fund, L.P., and Post Intermediate Term High Yield Fund, L.P. dated the same date as the Agreement Date (the "**Asset Purchase Agreement**"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement;

B. MedPro Safety and Greiner Bio-One GmbH ("**GBO GmbH**") are parties to that certain Medical Supply Manufacturing Agreement dated July 14, 2010; and

C. Pursuant to the Asset Purchase Agreement, Assignor has agreed to assign, transfer and sell to GBO GmbH or its designee, and GBO GmbH has agreed to buy from Assignor, certain intellectual property and other proprietary rights.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. MedPro Safety and MedPro Investments, jointly and severally, do hereby absolutely and irrevocably sell, assign, transfer, convey, contribute, and deliver to Assignee and its successors, assigns, designees and legal representatives, and Assignee does hereby accept from Assignor, all right, title and interest throughout the world in and to any and all MedPro Intellectual Property (as that term is defined in the Asset Purchase Agreement) (including, but not limited to, the following set forth in Paragraphs 1(a), (b), (c), and (d) below), free and clear of all debts, security interests, liens, licenses (including, but not limited to, any licenses from MedPro Safety to Visual Collections, Inc. and any licenses from Visual Collections, Inc. to MedPro Safety), other encumbrances, obligations, claims and liabilities of any kind, all rights of priority therein in any country as may now or hereafter be granted by law, treaty or other international convention, all income, royalties, license fees and other payments due or payable with respect to, relating to or arising out of any and/or all of MedPro Intellectual Property (including, but not limited to, the following set forth in Paragraphs 1(a), (b), (c) and (d) below) as well as all rights to sue and recover damages or obtain relief for past, present and future infringements of any and all of the MedPro Intellectual Property (including, but not limited to, the following set forth in Paragraphs 1(a), (b), (c) and (d) below) and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter, the same to be used and enjoyed by Assignee and for the use and enjoyment of its successors, assigns, designees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by MedPro Safety and/or MedPro Investments if this Agreement had not been made:

(a) (i) all inventions, whether or not patentable, and all domestic and foreign patents (including certificates of invention and other patent equivalents), patent applications and patents issuing therefrom identified in Schedule A attached hereto, statutory invention registrations, patent disclosures,

utility models and industrial designs as well as all provisional, continuations, continuations-in-part, requests for continued examination, continued prosecution applications, divisionals, renewals, reissues, re-examinations, and extensions of any patent, patent application or registration relating to any of the foregoing, as well as expired patents and registrations and abandoned patent and registration applications relating to any of the foregoing, free and clear of any and all debts, security interests, liens, licenses (including, but not limited to, any licenses from MedPro Safety to Visual Collections, Inc. and any licenses from Visual Collections, Inc. to MedPro Safety), other encumbrances, obligations, claims and liabilities of any kind (collectively, the "**Patent Rights**"); (ii) the inventions claimed, or capable of being claimed, in or disclosed in the Patent Rights; and (iii) all foreign counterparts to the Patent Rights (whether patents or patent applications); and (iv) all patents and patent applications claiming priority in or to any of the foregoing or serving as a basis for a claim of priority to any of the foregoing (all of the foregoing in Subsections (a)(i), (a)(ii), (a)(iii) and (a)(iv) collectively the "**Assigned Patent Rights**");

(b) all works of authorship in all media now known or later developed, created, designed and/or developed by or on behalf of MedPro Safety and/or MedPro Investments, including, but not limited to, the works of authorship identified in Schedule B attached hereto, and all copyright rights therein, and all registrations and applications for registration identified in Schedule B attached hereto, as well as all renewals, reissues and extensions relating to any of the foregoing, all of the foregoing free and clear of any and all debts, security interests, liens, licenses (including, but not limited to, any licenses from MedPro Safety to Visual Collections, Inc. and any licenses from Visual Collections, Inc. to MedPro Safety), other encumbrances, obligations, claims and liabilities of any kind (all of the foregoing collectively the "**Copyright Works**"), and the right to secure statutory copyrights and renewals, reissues and extensions of such Copyright Works; to prepare derivative works or adaptations therefrom; to reproduce the Copyright Works; to distribute copies of the Copyright Works; to perform the Copyright Works, including, without limitation, digital transmissions of the Copyright Works; and to display the Copyright Works (all of the foregoing collectively the "**Assigned Copyright Works**");

(c) all trade secrets and confidential and proprietary business information (including, but not limited to, all ideas, research and development, know-how, formulas, compositions, processes, methods, methodologies, techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, inventions, disclosures, discoveries, improvements, modifications, techniques, and technologies), whether or not patented, patentable, copyrightable, reduced to practice or registered, all of the foregoing free and clear of any and all debts, security interests, liens, licenses (including, but not limited to, any licenses from MedPro Safety to Visual Collections, Inc. and any licenses from Visual Collections, Inc. to MedPro Safety), other encumbrances, obligations, claims and liabilities of any kind (all of the foregoing collectively the "**Assigned Know How**"); and

(d) all income, royalties, license fees, payments, rights, interests, claims, demands, damages and relief recoverable in law or equity, that MedPro Safety or MedPro Investments had, has or may have for past, present and future infringements or licenses of the Assigned Patent Rights, Assigned Copyright Works and/or Assigned Know How including, without limitation, the right to compromise, sue for and collect such profits and damages, all of the foregoing free and clear of any and all debts, security interests, liens, licenses (including, but not limited to, any licenses from MedPro Safety to Visual Collections, Inc. and any licenses from Visual Collections, Inc. to MedPro Safety), other encumbrances, obligations, claims and liabilities of any kind.

2. Each of MedPro Safety and MedPro Investments, jointly and severally, hereby acknowledge and agree that Assignee, as owner of the Assigned Patent Rights, Assigned Copyright Rights, and Assigned Know How may use the Assigned Patent Rights, Assigned Copyright Rights, and Assigned Know How for any lawful purpose without restriction, and Assignor waives any and all moral rights Assignor may have to the Assigned Copyright Works in the United States of America and all other countries, including, without limitation, any rights Assignor may have under 17 U.S.C. § 106A, including, without limitation, any and all

rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. Without further consideration, MedPro Safety and MedPro Investments, jointly and severally, shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of the Assigned Patent Rights, Assigned Copyright Rights and Assigned Know How.

4. This Agreement shall be governed by and construed in accordance with the laws of the United States, with respect to patent, trademark and copyright issues, and in all other respects including as to validity, interpretation and effect by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement is effective as of the Assignment Effective Date.

ASSIGNORS

MEDPRO SAFETY PRODUCTS, INC.

By: [Signature]
Name: William Craig
Title: Chairman / CEO

^{we} **MEDPRO SAFETY PRODUCTS, INC. MEDPRO INVESTMENTS, LLC**
By: [Signature]
Name: William Craig Turner
Title: Manager

ASSIGNEE

GREINER BIO-ONE GMBH

By: _____
Name: _____
Title: _____

Doc # 33843506v.1

[Signature Page for Intellectual Property Assignment Agreement]

rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. Without further consideration, MedPro Safety and MedPro Investments, jointly and severally, shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of the Assigned Patent Rights, Assigned Copyright Rights and Assigned Know How.

4. This Agreement shall be governed by and construed in accordance with the laws of the United States, with respect to patent, trademark and copyright issues, and in all other respects including as to validity, interpretation and effect by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement is effective as of the Assignment Effective Date.

ASSIGNORS

MEDPRO SAFETY PRODUCTS, INC.

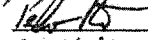
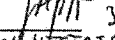
By: _____
Name: _____
Title: _____

MEDPRO SAFETY PRODUCTS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE

GREINER BIO-ONE GMBH

By:   31.12.2012
Name: Rainald Fernsauer GRÜNER HEFTDRUCKER
Title: CEO CEO

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[Signature Page for Intellectual Property Assignment Agreement]

SCHEDULE A (Including A-1, A-2 and A-3)
to
Intellectual Property Assignment Agreement

Patents and Patent Applications

[Insert Patent and Patent Applications Chart – Schedules A-1, A-2 and A-3]

SCHEDULE A

Schedule A-1

Jurisdiction	Application No.	Filing Date	Patent No	Issue Date	Title	PTO Status
US	08/632,010	4/15/1996	5,688,241	11/18/1997	Automatic non-reusable needle guard	Issued

SCHEDULE A

Schedule A-2

Jurisdiction	Application No.	Filing Date	Patent No	Issue Date	Title	PTO Status	Current Owner
US	09/336,405	6/18/1999	6,379,336 B1	4/30/2002	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
CA	2,311,700	6/15/2000	2,311,700	2/6/2009	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
JP	2000/219874	6/15/2000	4291938	4/10/2009	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
FR	305112.5	6/16/2000	1066848	3/1/2006	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
DE	305112.5	6/16/2000	60026237.5	3/1/2006	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
GB	305112.5	6/16/2000	1066848	3/1/2006	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
US	10/621,973	7/17/2003	7,357,783 B2	4/15/2008	Safety system for a blood collection device	Issued	Medpro Safety Products, Inc.
WO	PCT/US2004/022828	7/15/2004	WO2005/009507 A1		Safety system for a blood collection device	Inactive	
CN	Z1200480024109.3	2/22/2006	Z1200480024109.3	9/23/2009	Safety system for a blood collection device	Issued	Medpro Safety Products, Inc.
EP	4757044.5	7/15/2004	EP1646421 B1	11/16/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.
EP	10191849.8	7/15/2004	EP2281599 A2	2/9/2011	Safety system for a blood collection device	Pending	MedPro Safety Products Inc.
AT	4757044.5	7/15/2004	4757044.5	11/16/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.
DE	4757044.5	7/15/2004	DE602004035333.7	11/16/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.
FR	4757044.5	7/15/2004	4757044.5	11/16/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.
GB	4757044.5	7/15/2004	4757044.5	11/16/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.
JP	2006/520351	7/15/2004	4699996	3/11/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.

SCHEDULE A

Schedule A-3

Jurisdiction	Application No.	Filing Date	Patent No	Issue Date	Title	PTO Status	Current Owner
US	10/289,508	11/5/2002	6,869,415 B2	3/22/2005	Safety device for blood collection	Issued	Medpro Safety Products, Inc.
US	10/434,717	5/9/2003	6,840,920 B2	1/11/2005	Butterfly needle with passive guard	Issued	Medpro Safety Products, Inc.
US	10/978,614	11/1/2004	7,144,387 B2	12/5/2006	Butterfly needle with passive guard	Issued	Medpro Safety Products, Inc.
WO	PCT/US2004/012057	4/20/2004	WO2004/101038 A1	11/25/2004	Butterfly needle with passive guard	Inactive	
BR	BR PI04101839	4/20/2004			Butterfly needle with passive guard	Pending	MedPro Safety Products, Inc.
CA	2,525,140	11/8/2005	2,525,140	10/20/2009	Butterfly needle with passive guard	Issued	MedPro Safety Products, Inc.
KR	2005/7021233	11/8/2005	820,042	4/1/2008	Butterfly needle with passive guard	Issued	MedPro Safety Products, Inc.
EP	4750340.4	11/8/2005			Butterfly needle with passive guard	Pending	MedPro Safety Products, Inc.
HK	6107854.4	11/8/2005			Butterfly needle with passive guard	Pending	MedPro Safety Products, Inc.
JP	2006/532431	11/8/2005	4584930	9/10/2009	Butterfly needle with passive guard	Issued	MedPro Safety Products, Inc.

SCHEDULE B

Copyrights

(A) **Registered Works of Authorship**

None

(B) **Unregistered material works of authorship**

All product design and development materials and documentation, and product and design specifications.