

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2815349

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
XCORPOREAL, INC.		03/19/2010
RECEIVING PARTY DATA		
Name:	FRESENIUS USA, INC.	
Street Address:	920 WINTER STREET	
City:	WALTHAM	
State/Country:	MASSACHUSETTS	
Postal Code:	02451	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	13346714	
Application Number:	13548711	
Application Number:	13372202	
CORRESPONDENCE DATA		
Fax Number:	(714)464-5413	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	949-795-2386	
Email:	sona@novelip.com	
Correspondent Name:	SONA DALAL	
Address Line 1:	191 W. SECOND STREET	
Address Line 4:	SANTA ANA, CALIFORNIA 92701	
ATTORNEY DOCKET NUMBER:	FMC_MISC	
NAME OF SUBMITTER:	SONA DALAL	
SIGNATURE:	/SONA DALAL/	
DATE SIGNED:	04/15/2014	
Total Attachments: 5		
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PATENT

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made and entered into as of this March 19, 2010, by Xcorporeal, Inc., a Delaware corporation ("Assignor"), for the benefit and in favor of Fresenius USA, Inc., a Massachusetts corporation ("Assignee").

WHEREAS, Assignor is the owner of the patents and patent applications which are set forth on Schedule A attached hereto, which is made a part hereof (collectively, the "Patents"); and

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated December 14, 2009, by and among Assignor, Assignee, Xcorporeal Operations, Inc., a Delaware corporation and a wholly owned subsidiary of Assignor, and National Quality Care, Inc., a Delaware corporation (the "Purchase Agreement"), Assignee wishes to acquire and Assignor wishes to assign and transfer to Assignee all of its rights, title and interest in and to the Patents.

NOW THEREFORE, in consideration of these premises, covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Patents, including the underlying inventions described therein, and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, and in and to any and all priority rights, convention rights and other benefits accruing or to accrue with respect to the filing of applications for patents or the issuance of patents in all countries in respect of the Patents, together with all rights derived therefrom, and in and to all income, royalties, damages and payments that are hereafter due or payable with respect to the Patents, including in and under all causes of action (either in law or in equity), together with the right to sue and recover damages for future, present and past infringements of the Patents. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. Assignor does hereby covenant and agree with the Assignee that Assignor will cooperate to effectuate the recordation of this transfer, that Assignor will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem reasonably necessary or desirable to perfect the Assignee's enjoyment of this grant, and render reasonable and necessary assistance in making application for and obtaining original, divisional, continuation, renewal, reissued, or extended Letters Patent of the United States or of any and all foreign countries on the Patents, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits.

3. Assignor further covenants that Assignee will, upon its reasonable request and at the expense of the Assignee, be provided promptly with all pertinent facts and documents relating to the Patents as may be known and accessible to Assignor and Assignor will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Patents which may be reasonably necessary or desirable to carry out the purposes hereof.

4. Assignor further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment of Patents.

5. This Assignment is made and accepted upon and subject to the provisions under the Purchase Agreement. Nothing contained in this Assignment of Patents shall be deemed to supersede, or modify any of the obligations, agreements, covenants or warranties of Sellers or Buyer (each as defined in the Purchase Agreement) contained in the Purchase Agreement. If any conflict exists between the terms of this Assignment and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control.

6. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor, its successors and assigns.

[Signature Page to Follow]

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be signed and executed by its undersigned duly authorized officer as of the date first written above.

Xcorporeal, Inc.

By: _____

Print Name: _____

Title: _____

Kelly McCann
KELLY MCCANN
CEO

Schedule A

Patents and Patent Applications

1. See the Patent Status Chart attached hereto as Annex A.
2. Pursuant to the terms of the Partial Final Award issued on April 13, 2009, Assignor and Xcorporeal Operations, Inc., a wholly owned subsidiary of Assignor, obtained a perpetual exclusive license in certain Technology (as defined in the Merger Agreement, dated as of September 1, 2006, among Assignor, Operations and National Quality Care, Inc. ("NQCI") (the "Merger Agreement")) of NQCI contemplated to have been transferred under the Technology Transaction (as defined in the Merger Agreement).

ANNEX A

XCR Patent Status Report (as of 11/18/2009):

9 – Utility Filings
 2 – Converted to Utility 10/7/09
 2 – Converted to Utility 10/30/09
 2 – Due for conversion Nov/Dec 2009
 7 – Due for conversion 2010
 22 – Total application in Utility or Provisional status

1 – Due to re-file
 6 – Abandoned

ALL IP was initiated by Xcorporeal with non-exclusive right to practice.

Application No.	Inventor	Title	Filed	Status	Priority	Co-Pending	Converted	Due	Abandoned	Re-file	Value
XCORP202.Ord	12/245,397 60/977,662	Wearable Dialysis Methods and Devices	10/03/2008 10/05/2007	TSS Review Complete 06/03/2009	N/A	N/A	N/A	Filed 10/03/2008	WAK		
XCORP203.Prov	60/977,090	Urea Sorbents and Methods for Using in Dialysis Systems	10/12/2007	Provisional	Abandoned	N/A	N/A	Abandoned	PAK		
XCORP204.Ord	12/249,090 60/979,113	Photo-Acoustic Flow Meter	10/10/2008 10/11/2007	Docketed 06/26/2009	N/A	N/A	N/A	Filed 10/10/2008	PAK & CRRT		
XCORP205.Prov	60/983,656	Ammonia Gas Sensor	03/03/2008 10/30/2007	N/A	Abandoned	N/A	N/A	Abandoned	PAK		
XCORP206.Ord	12/237,914 60/975,157	Manifolds for Use in Conducting Dialysis	09/25/2008 09/25/2007	Docketed 04/27/2009	N/A	N/A	N/A	Filed 09/25/2008	PAK & CRRT		
XCORP207.Prov	61/103,453	Companion Device for Enhanced Monitoring of Treatment Systems	10/07/2008	Provisional	Utility/PCT 10/07/2009	N/A	N/A	Abandoned - FMC decided not to convert	CRRT		
XCORP207R.Prov	60/979,106 (Abandoned)										
XCORP208.Ord	12/238,055 60/975,840	Methods and Systems for Controlling Ultrafiltration Using Central Venous Pressure Measurements	09/25/2008 09/28/2007	Docketed 04/21/2009	N/A	N/A	N/A	Filed 09/25/2008	PAK, CRRT, WAK, WUD		
XCORP209.Ord	12/210,080 60/971,937	Method and System for Achieving Volumetric Accuracy in Hemodialysis Systems	09/12/2008 09/13/2007	Docketed 02/05/2009	N/A	N/A	N/A	Filed 09/12/2008	PAK & CRRT		
XCORP212.Ord	12/324,924	System and Method for Conducting Hemodialysis and Hemofiltration	11/28/2008	TSS Review Complete 05/14/2009	N/A	PCT/USO 8/85062	05/29/2010	Filed 11/28/2008	PAK & CRRT		
XCORP212.Prov	60/990,959		11/29/2007								
XCORP215A.Ord	12/351,969	Valve System	01/12/2009	Pre-Exam Dispatch 05/18/2009	N/A	N/A	N/A	Filed 01/12/2009	PAK & CRRT		
XCORP215.Prov	61/017,200		12/28/2007								
XCORP216.Ord	12/355,128 61/021,965	Carbon Dioxide Gas Removal From The Dialysate Circuit of A Dialysis Device	01/16/2009 01/18/2008	NTFMP 02/05/2009	Response to NTFMP Due (6M) 08/05/2009	PCT/USO 9/31228	07/18/2010	Filed 01/16/2009	PAK		
XCORP218.Ord	12/355,102 61/021,987	Systems and Methods of Urea Processing to Reduce Sorbent Load	01/16/2009 01/18/2008	Classification Contractor 07/09/2009	N/A	PCT/USO 9/31224	07/18/2010	Filed 01/16/2009	PAK		
XCORP219.Prov	61/033,048	Ammonia Sensor for Dialysis Systems (Sorbent Fuel Gauge)	03/03/2008	Docketed 10/31/09	Utility/PCT 10/31/2009	YES	N/A	Converted 10/31/2009	PAK		
XCORP238.Prov	61/110,110		10/30/2008								
XCORP220.Prov	61/166,178 61/042,366	System and Method For Modulating Dialysate Sodium Concentration In A Sorbent-Based Dialysis System	04/02/2009 04/04/2008	Provisional	Utility/PCT 04/02/2010	N/A	N/A	Due 04/02/2010	PAK		\$12,500
XCORP221.Prov	61/103,266	Embedded Conductivity probes in manifold	10/7/2008	Provisional	Utility/PCT 10/07/2009	N/A	N/A	Not enough time to convert. Re-file with more testing data	PAK		
XCORP222.Prov	61/103,271	Flow Meters	10/7/2008	Docketed 10/7/2009	Utility/PCT 10/07/2009	N/A	N/A	Converted 10/7/2009	PAK & CRRT		
XCORP225.Prov	61/093,566	Enzymatic Ammonia Scavenging	09/02/2008	Provisional	Utility/PCT 09/02/2009	N/A	N/A	Abandoned – FMC decided not to convert	PAK		
XCORP230.Prov	61/155,548	Methods and Systems for Measuring and Verifying Additives for Use in a Dialysis Machine	02/26/2009	Provisional	Utility/PCT 02/26/2010	N/A	N/A	Due 02/26/2010	PAK		\$12,500
XCORP231.Prov	61/103,274	Priming System and Method for Dialysis Systems	10/7/2008	Docketed 10/7/09	Utility/PCT 10/07/2009	N/A	N/A	Converted 10/7/2009	PAK		
XCORP235.Prov	61/103,445	Multiple Protrusion Spike	10/7/2008	Provisional	Utility/PCT 10/07/2009	N/A	N/A	Abandoned – FMC decided not to convert	PAK & CRRT		
XCORP237.Prov	61/103,265	Sorbent Cartridge for Use in Dialysis Systems	10/7/2008	Provisional	Utility/PCT 10/07/2009	N/A	N/A	Abandoned – FMC decided not to convert	PAK		
XCORP239.Prov	61/116,344	Apparatus and Method for Performing Multi-Function Dialysis	11/20/2008	Provisional	Utility/PCT 11/20/2009	N/A	N/A	Abandoned	CRRT		
XCORP240.Prov	61/151,912	Apparatus and Method for Detection of Disconnection in an Extracorporeal Blood Circuit	02/12/2009	Provisional	Utility/PCT 02/12/2010	N/A	N/A	Due 02/12/2010	PAK, CRRT, WAK, & WUD		\$12,500
XCORP241.Prov	61/109,834	Dialysis System	10/30/2008	Docketed 10/30/09	Utility/PCT 10/30/2009	N/A	N/A	Converted 10/30/2009	PAK & CRRT		
XCORP244.Prov	61/149,760	System and Method for Sensing Ammonia Levels	02/04/2009	Provisional	Utility/PCT 02/04/2010	N/A	N/A	Due 02/04/2010	PAK		\$12,500
XCORP248.Prov	61/165,389	Modular Reservoir Assembly for A Hemodialysis and Hemofiltration System	03/31/2009	Provisional	Utility/PCT 03/31/2010	N/A	N/A	Due 03/31/2010	PAK & CRRT		\$12,500
XCORP249.Prov	61/122,844	Method for Processing Used Sorbent Materials	12/16/2008	Provisional	Utility/PCT 12/16/2009	N/A	N/A	Abandoned	PAK		
XCORP255.Prov	61/142,913	System and Method for Priming Sorbent Canisters in a Dialysis System	01/07/2009	Provisional	Utility/PCT 01/07/2010	N/A	N/A	Due 01/07/2010	PAK		\$12,500
XCORP260.Prov	61/162,745	Systems and Methods of Sorbent Dialysis Using Gas Phase Removal of Ammonia	03/24/2009	Provisional	Utility/PCT 03/24/2010	N/A	N/A	Due 03/24/2010	PAK		\$12,500