

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2826199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
INTELLIGENT HOSPITAL SYSTEMS LTD.	04/15/2014

RECEIVING PARTY DATA

Name:	INTELLIGENT HOSPITAL SYSTEMS INC.
Street Address:	96 NATURE PARK WAY
City:	WINNIPEG, MANITOBA
State/Country:	CANADA
Postal Code:	R3P 0X8

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	13044049
Application Number:	13950061
Patent Number:	7610115
Patent Number:	7783383
Patent Number:	8627129
Patent Number:	7931859
Patent Number:	8182744
Patent Number:	8271138
Patent Number:	8225824
Patent Number:	8571708
Patent Number:	8386070
Patent Number:	7930066

CORRESPONDENCE DATA

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PATENT

ATTORNEY DOCKET NUMBER:	434210US110SD
NAME OF SUBMITTER:	KAREN L. HUDSON
SIGNATURE:	/Karen L. Hudson/
DATE SIGNED:	04/23/2014
Total Attachments: 6 source=434210 ASN#page1.tif source=434210 ASN#page2.tif source=434210 ASN#page3.tif source=434210 ASN#page4.tif source=434210 ASN#page5.tif source=434210 ASN#page6.tif	

ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment"), dated April 15, 2014 (the "Effective Date"), is entered into by and between Intelligent Hospital Systems Ltd., a corporation amalgamated under the laws of Canada with its principal office located at 96 Nature Park Way, Winnipeg, Manitoba, Canada R3P 0X8 (the "Assignor"), and Intelligent Hospital Systems Inc., a corporation incorporated under the laws of Manitoba with its principal office located at 96 Nature Park Way, Winnipeg, Manitoba, Canada R3P 0X8 (the "Assignee").

RECITALS

WHEREAS, Assignor is the owner of the entire right, title, interest, benefits, privileges, and goodwill in and to the patents and patent applications that are described in detail in Schedule A annexed hereto (the "Patents");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated April 15, 2014 (the "Purchase Agreement") concerning the purchase and sale of Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor agreed to sell, transfer, convey, assign, and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in, to and under all of the Purchased Assets (as defined in the Purchase Agreement), including the Patents; and

WHEREAS, Assignor wishes to assign to Assignee Assignor's entire right, title, interest, benefits, privileges, and goodwill in and to the Patents, and Assignee desires to acquire Assignor's entire, right, title, interest, benefits, privileges, and goodwill in and to the Patents.

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

1. PATENT ASSIGNMENT

Assignor hereby sells, assigns, and transfers to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts, Assignor's entire right, title, and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past, present, and future infringement and to collect for all past, present, and future damages, and including the right to claim priority rights from any previously filed application under the International Agreement for the Protection of Industrial Property, under any other

international agreement, or under the domestic laws of the country in which any such application is filed, as may be applicable:

- a. in each of the Patents;
- b. in any and all applications that claim the benefit of the Patents, including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals, and reexaminations of such Patents, to the full extent of the term or terms for which such Patents issue; and
- c. in any and all inventions described in each of the Patents, in all forms of intellectual and industrial property protection derivable therefrom and derivable from any and all continuing applications, reissues, extensions, renewals, and reexaminations of such Patents, including without limitation patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor.

The Assignor hereby represents and warrants to the Assignee that the Patents represent all of the patents and patent applications owned by the Assignor.

2. FURTHER ACTIONS

Assignor hereby covenants and agrees to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take any other action as Assignee may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment. Specifically, Assignor agrees to:

- a. at Assignor's expense, execute, acknowledge, and deliver such further documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to register in the name of Assignee the assignment of the Patents in any appropriate governmental agency or registrar; and
- b. use commercially reasonable efforts to provide information requested by Assignee pertaining to the Patents in order for Assignee to prosecute, maintain, and enforce the Patents.

3. MISCELLANEOUS

- a. Headings: the headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment.

- b. **Governing Law:** This Assignment shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the Province of Manitoba and the laws of Canada in force in such Province (excluding any rule or principle of the conflict of laws which might refer such construction, interpretation or enforcement to the laws of another jurisdiction).
- c. **Counterparts/Amendments:** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by the Assignor and the Assignee.

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Patents to be duly executed on its behalf, as of the Effective Date.

Assignor:

Intelligent Hospital Systems Ltd.

By: 

Name: N.E. Hansen

Title: CEO

Witness: 

Assignee:

Intelligent Hospital Systems Inc.

By: 

Name: Ed Van Humbek

Title: President

Witness: 

SCHEDULE A

Title	Country	Status	Application No. & Filing Date	Patent No.	Issue Date	Expiration Date
Automated Pharmacy Admixture System (APAS)	Canada	Allowed	2592109 2005-12-22			
Automated Pharmacy Admixture System (APAS)	Germany	Granted	05855521.0 2005-12-22	1830782	2013-06-05	2025-12-22
Automated Pharmacy Admixture System (APAS)	Denmark	Granted	05855521.0 2005-12-22	1830782	2013-06-05	2025-12-22
Automated Pharmacy Admixture System (APAS)	EPC	Granted	05855521.0 2005-12-22	1830782	2013-06-05	2025-12-22
Automated Pharmacy Admixture System (APAS)	France	Granted	05855521.0 2005-12-22	1830782	2013-06-05	2025-12-22
Automated Pharmacy Admixture System (APAS)	United Kingdom	Granted	05855521.0 2005-12-22	1830782	2013-06-05	2025-12-22
Automated Pharmacy Admixture System (APAS)	India	Pending	5212/DELNP/2007 2005-12-22			
Automated Pharmacy Admixture System (APAS)	Italy	Granted	05855521.0 2005-12-22	1830782	2013-06-05	2025-12-22
Automated Pharmacy Admixture System (APAS)	Turkey	Granted	05855521.0 2005-12-22	1830782	2013-06-05	2025-12-22
Automated Pharmacy Admixture System (APAS)	USA	Granted	11/316,795 2005-12-22	7610115	2009-10-27	
Automated Pharmacy Admixture System (APAS)	PCT	Inactive	PCT/US2005/046978 2005-12-22			
Automated Pharmacy Admixture System (APAS)	Canada	Pending	2607449 2006-04-26			
Automated Pharmacy Admixture System (APAS)	China	Granted	200680025862.3 2006-04-26	ZL200680025862.3	2011-09-14	2026-04-26
Automated Pharmacy Admixture System (APAS)	Germany	Granted	06751430.7 2006-04-26	1889197	2011-11-09	2026-04-26
Automated Pharmacy Admixture System (APAS)	Denmark	Granted	06751430.7 2006-04-26	1889197	2011-11-09	2026-04-26
Automated Pharmacy Admixture System (APAS)	EPC	Inactive	06751430.7 2006-04-26	1889197	2011-11-09	2026-04-26
Automated Pharmacy Admixture System (APAS)	France	Granted	06751430.7 2006-04-26	1889197	2011-11-09	2026-04-26
Automated Pharmacy Admixture System (APAS)	United Kingdom	Granted	06751430.7 2006-04-26	1889197	2011-11-09	2026-04-26
Automated Pharmacy Admixture System (APAS)	India	Pending	8949/DELNP/2007 2006-04-26			
Automated Pharmacy Admixture System (APAS)	Italy	Granted	06751430.7 2006-04-26	1889197	2011-11-09	2026-04-26

Title	Country	Status	Application No. & Filing Date	Patent No.	Issue Date	Expiration Date
Automated Pharmacy Admixture System (APAS)	Japan	Granted	2008-512295 2006-04-26	5139976	2012-11-22	2026-04-26
Automated Pharmacy Admixture System (APAS)	Sweden	Granted	06751430.7 2006-04-26	1889197	2011-11-09	2026-04-26
Automated Pharmacy Admixture System (APAS)	Turkey	Granted	06751430.7 2006-04-26	1889197	2011-11-09	2026-04-26
Automated Pharmacy Admixture System (APAS)	USA	Granted	11/389,995 2006-03-27	7783383	2010-08-24	
Automated Pharmacy Admixture System (APAS)	PCT	Inactive	PCT/US2006/015731 2006-04-26			
Automated Pharmacy Admixture System (APAS)	EPC	Pending	11008866.3 2006-04-26			
Automated Pharmacy Admixture System (APAS)	EPC	Pending	11008865.5 2006-04-26			
Automated Pharmacy Admixture System (APAS)	EPC	Pending	11008863.0 2006-04-26			
Control Of Fluid Transfer Operations	Canada	Pending	2668981 2007-11-09			
Control Of Fluid Transfer Operations	China	Granted	200780048871.9 2007-11-09	ZL200780048871.9	2013-12-04	2027-11-09
Control Of Fluid Transfer Operations	EPC	Pending	07864247.7 2007-11-09			
Control Of Fluid Transfer Operations	Japan	Granted	2009-536523 2007-11-09	5466508	2014-01-31	2027-11-09
Control Of Fluid Transfer Operations	USA	Granted	11/937,846 2007-11-09	8627129	2012-09-18	
Control Of Fluid Transfer Operations	PCT	Inactive	PCT/US2007/084332 2007-11-09			
Ultraviolet Sanitization In Pharmacy Environments	USA	Granted	12/035,850 2008-02-22	7931859	2011-04-26	
Ultraviolet Sanitization In Pharmacy Environments	Canada	Pending	2676695 2008-02-22			
Ultraviolet Sanitization In Pharmacy Environments	China	Pending	200880005721.4 2008-02-22			
Ultraviolet Sanitization In Pharmacy Environments	USA	Granted	13/073,613 2011-03-28	8182744	2012-05-22	
Ultraviolet Sanitization In Pharmacy Environments	PCT	Inactive	PCT/CA2008/000348 2008-02-22			
Gripper Device	USA	Granted	12/209,097 2008-09-11	8271138	2012-09-18	
Gripper Device	PCT	Inactive	PCT/CA2008/001613 2008-09-12			
Method And Apparatus For Automated Fluid Transfer Operations	USA	Granted	12/271,828 2008-11-14	8225824	2012-07-24	

Title	Country	Status	Application No. & Filing Date	Patent No.	Issue Date	Expiration Date
Method And Apparatus For Automated Fluid Transfer Operations	PCT	Inactive	PCT/CA2008/002027 2008-11-14			
Automated Pharmacy Admixture System (APAS)	USA	Granted	12/566,037 2009-09-24	8571708	2013-10-29	
Automated Pharmacy Admixture System	Canada	Pending	2756095 2010-01-25			
Automated Pharmacy Admixture System	EPC	Pending	10753018.0 2010-01-25			
Automated Pharmacy Admixture System	USA	Granted	12/628,884 2009-12-01	8386070	2013-02-26	
Automated Pharmacy Admixture System	PCT	Inactive	PCT/CA2010/000073 2010-01-25			
Automated Pharmacy Admixture System (APAS)	USA	Granted	12/756,763 2010-04-08	7930066	2011-04-19	
Automated Pharmacy Admixture System (APAS)	USA	Pending	13/044,049 2011-03-09			
Closed System Transfer Device And Automation System	PCT	Pending	PCT/CA2013/000666 2013-07-24			
Closed System Transfer Device And Automation System	USA	Pending	13/950,061 2013-07-24			
Tamper Evident Syringe Label	USA	Unfiled				
Automated Pharmacy Admixture System (APAS)	USA	Inactive				
Automated Pharmacy Admixture System (APAS)	USA	Inactive				