

Form PTO-1595 (Rev. 06-12)  
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies)

Medira Inc.

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

#### 2. Name and address of receiving party(ies)

Name: Medegen Medical Products, LLC

Internal Address: c/o Medira Inc.

Street Address: 209 Medegen Drive

City: Galloway

State: Tennessee

Country: United States of America Zip: 38036

Additional name(s) & address(es) attached?  Yes  No

#### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 30 and 31, 2014

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Assignment of Patents and Purchase Agreement
- Merger
- Change of Name

#### 4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

08/622,559

B. Patent No.(s)

5,690,242

Additional numbers attached?  Yes  No

#### 5. Name and address to whom correspondence concerning document should be mailed:

Name: Rudeina A. Baasiri

Internal Address: Winston & Strawn LLP

Street Address: 1111 Louisiana  
25th Floor

City: Houston

State: Texas Zip: 77002

Phone Number: (713) 651-2628

Docket Number: 170144.00003

Email Address: RBaasiri@winston.com

#### 6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

#### 8. Payment Information

Deposit Account Number 50-1814

Authorized User Name Rudeina A. Baasiri

#### 9. Signature:

*R Baasiri*  
Signature

June 6, 2014  
Date

Rudeina A. Baasiri  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **8**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$120.00 501814 5690242

Additional Numbers of Patent Applications/Patent Numbers to  
Accompanying Medira Inc. (Conveying Party) to  
Medegen Medical Products LLC (receiving Party)

A. Patent Application No.(s)

B. Patent No.(s)

29/350,911

D655,407

29/358,258

D670,377

### ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is entered into as of June 2, 2014 (the "Assignment"), by and between Medira Inc., a Delaware corporation ("Assignor"), and Medegen Medical Products, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Assignor and Medical Action Industries Inc., a Delaware corporation ("Seller") have (together with Inteplast Group Ltd., solely with respect to Sections 5.1(b) and 11.20 thereof) entered into that certain Purchase Agreement dated as of March 12, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment and delivery by Seller to Assignor of all of Seller's right, title and interest in and to the Assets and the assumption by Assignor of the Assumed Liabilities; and

B. Pursuant to the terms of the Purchase Agreement, Seller has sold, transferred, assigned and delivered to Assignor all of Seller's right, title and interest in and to all of the registered patents in use in the United States or any foreign country relating exclusively to the Business and any patent applications relating exclusively to the Business filed by Seller (collectively, the "Patents"), including those listed on Exhibit A annexed hereto and incorporated herein by reference.

C. Immediately following the consummation of the transactions contemplated by the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of the Patents.

NOW, THEREFORE, in consideration of the covenants and mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment of Patents. Assignor hereby sells, assigns, transfers and delivers to Assignee all of the Assignor's right, title and interest in and to the patents, patent applications, statutory invention registrations and invention disclosures related to the Patents and specifically including the following properties and rights with respect to the Patents:

- (i) the inventions claimed or described in the Patents;
- (ii) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with

respect to those inventions, including, without limitation, all foreign patents that may claim priority based on or correspond to the Patents;

(iii) all divisions, re-issuances, continuations, extensions and continuations in part, thereof throughout the world that may be based on or correspond to the Patents;

(iv) all income, royalties, damages and payments due or payable to the Assignor with respect to the patents, including, without limitation, unpaid damages and payments for past, present and future infringements of any Patent; and

(v) all rights to sue and recover damages and payments for past, present and future infringements of any of the Patents, including, without limitation, the right to fully and entirely replace the Assignor in all related matters.

The foregoing rights in and under the Patents shall apply to the full end of their terms as fully as the Assignor would have held the same in the absence of this Assignment. As of the date set forth above, the Assignee has succeeded to all right, title and standing of the Assignor to: (a) receive all rights and benefits pertaining to the Patents described above; and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the Patents and rights described above.

3. Recording of Assignment. Assignor hereby authorizes Assignee to request the relevant Governmental Authority to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Patents for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

4. Amendment and Modification; Waiver. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

5. No Third-Party Beneficiary. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the Parties and their respective permitted successors and assigns (pursuant to the Purchase Agreement), any rights or remedies under or by reason of this Assignment.

6. **GOVERNING LAW. THIS ASSIGNMENT (AND ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT) SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

7. WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.

8. Consent to Jurisdiction. Each Party hereby irrevocably and unconditionally submits, for itself, to the exclusive jurisdiction of the state courts, and any Federal court of the United States of America, sitting in New York, New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Assignment, and each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such action or proceeding except in such courts, (b) agrees that any claim in respect of any such action or proceeding may be heard and determined in such court, (c) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such state or Federal Court sitting in New York, New York, and (d) waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law. Each Party irrevocably consents to service of process in the manner provided for notices in Section 11.2 of the Purchase Agreement.

9. Counterparts. This Assignment may be executed in counterparts (including by PDF or other electronic means), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

10. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Assignment is held to be prohibited by or invalid under Applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

[Signature Page Follows]

MEDIRA INC.

By: *Robert Wang*

Name: ROBERT WANG

Title: CFO & TREASURER

STATE OF New Jersey

§  
§  
§

COUNTY OF MORRIS

This instrument was acknowledged before me on May 31, 2014, by Robert Wang as CFO & Treasurer of Medira Inc. on behalf of such corporation.

[SEAL]

Notary Public, State of New Jersey

*Hector B. Santiago Mejia*  
**HECTOR B SANTIAGO MEJIA**  
ID #2428400  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Jan. 02, 2018

Assignment of Patents

MEDEGEN MEDICAL PRODUCTS, LLC

By: [Signature]  
Name: DAVID YOUNG  
Title: VP OPERATIONS & BUSINESS DEVELOPMENT

STATE OF New Jersey §  
COUNTY OF Passaic §  
§

This instrument was acknowledged before me on 30 May, 2014, by David Young, as VP Operations & Business Development of Medegen Medical Products, LLC on behalf of such limited liability corporation.

[SEAL]

Notary Public, State of New Jersey

[Signature]

**HECTOR B SANTIAGO MEJIA**  
ID #2428400  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Jan. 02, 2018

Assignment of Patents

**EXHIBIT A****PATENTS****PATENT REGISTRATION APPLICATIONS**

<b>Patent</b>	<b>Application Number</b>	<b>Date Filed</b>
“Sharps Disposal Container Cap Securement Arrangement”	08/622,559	March 25, 1996
“Clip for Holding a Urinal on a Bed Rail”	29/350,911	November 25, 2009
“Stackable Commode”	29/358,258	March 24, 2010
“Emesis Basin”	29/367,924	August 16, 2010
“Bedside Water Pitcher with Straw Port”	29/380,182	December 1, 2010

Assignment of Patents