

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3362092

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|---|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| FRESENIUS MEDICAL CARE HOLDINGS, INC. | 04/27/2015 |
| RECEIVING PARTY DATA | |
| Name: | BAXTER INTERNATIONAL INC. |
| Street Address: | ONE BAXTER PARKWAY |
| City: | DEERFIELD |
| State/Country: | ILLINOIS |
| Postal Code: | 60015 |
| Name: | BAXTER HEALTHCARE SA |
| Street Address: | THURGAUERSTRASSE 130 |
| City: | GLATTPARK (OPFIKON) |
| State/Country: | SWITZERLAND |
| Postal Code: | 8152 |
| PROPERTY NUMBERS Total: 5 | |
| Property Type | Number |
| Patent Number: | 7717682 |
| Patent Number: | 8038640 |
| Patent Number: | 8197231 |
| Patent Number: | 8932032 |
| Application Number: | 14558021 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)827-2496 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 312-807-4436 |
| Email: | devon.beane@klgates.com |
| Correspondent Name: | DEVON C. BEANE |
| Address Line 1: | 70 WEST MADISON STREET |
| Address Line 2: | SUITE 3100 |
| Address Line 4: | CHICAGO, ILLINOIS 60602 |

| | |
|---|------------------|
| NAME OF SUBMITTER: | DEVON C. BEANE |
| SIGNATURE: | /Devon C. Beane/ |
| DATE SIGNED: | 05/20/2015 |
| Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif | |

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SCHEDULE D - ASSIGNMENT

WHEREAS, Fresenius Medical Care Holdings, Inc. (“Assignor”), a New York corporation with its principal place of business in Waltham, Massachusetts, owns certain rights to new and useful inventions or discoveries contained in the following patent(s) and patent application(s):

| Application or Patent Number | Filing Date | Title |
|------------------------------|-------------------|--|
| 7,717,682 | July 11, 2006 | Double diaphragm pump and related methods |
| 8,038,640 | November 26, 2007 | Diaphragm pump and related systems and methods |
| 8,197,231 | November 26, 2007 | Diaphragm pump and related methods |
| 8,932,032 | May 15, 2012 | Diaphragm pump and pumping systems |
| 14/558,021 | December 2, 2014 | Diaphragm Pumps and Pumping Systems |

WHEREAS, Baxter International Inc., a Delaware corporation with its principal place of business in Deerfield, Illinois, and Baxter Healthcare S.A., a Swiss corporation with its principal place of business in Opfikon, Switzerland (“Assignees”) are desirous of acquiring the entire right, title, and interest therein; and

WHEREAS, Assignees are also desirous of assuming, on a going forward basis, all of Assignor’s rights, obligations and responsibilities under that certain Patent Purchase Agreement between Assignor, on one side, and Purity Solutions, LLC and Troy J. Orr, on the other side, dated on or about October 29, 2013 (the “PPA”), as more fully set forth in that certain Settlement and Cross License between Assignor and Assignee dated on or about May 4th, 2015

NOW, THEREFORE, BE IT KNOWN that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby assign, and transfer unto Assignee the entire right, title, and interest in and to all said patent applications, patents and inventions and discoveries disclosed in said applications and patents, all substitutions, divisions, provisionals, conversions of provisionals and continuations or continuations-in-part, and other applications claiming the benefit thereof, and in and to all Letters Patents or the legal equivalent thereof, in the United States and other countries, that may be granted for said inventions and discoveries, and in and to all extensions, renewals and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; and

Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and equivalent officers of other countries, to issue said Letters Patent or the legal equivalent thereof in accordance with this Agreement; and

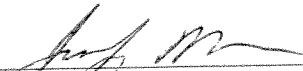
For the consideration aforesaid, Assignors covenant and agree with said Assignee that she has full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title she warrants unto said Assignee, its successors and assigns; and

For the consideration aforesaid, Assignors further covenant and agree that it will, whenever requested, but without cost to it, promptly provide to said Assignee or its representatives any facts known to it relating to said inventions and discoveries, including any and all documents and information Fresenius Medical Care Holdings, Inc. received from Troy J. Orr, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection of the inventions and discoveries or that may be necessary to vest in Assignee the complete title to the inventions and discoveries and patents hereby conveyed und to enable it to record title; and


For the consideration aforesaid, Assignee covenants and agrees that it will assume all of Assignor's rights, obligations and responsibilities under the PPA, on a going forward basis.

IN TESTIMONY WHEREOF, Assignors have hereunto set its hand and seal on the dates subscribed below.

FRESENIUS MEDICAL CARE HOLDINGS, INC.

By: 
Name: Jules Jay Morris
Title: Senior Vice President
Deputy General Counsel for IP
Date: 22 April '15

BAXTER INTERNATIONAL INC.

By: 
Name: Jill Schaaf
Title: Corporate Vice President and President
Baxter-Gambro Renal
Date: 23 April 2015

BAXTER HEALTHCARE S.A.

By: _____
Name: _____
Title: _____
Date: _____

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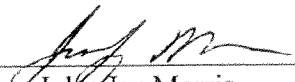
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FRESENIUS MEDICAL CARE HOLDINGS, INC.

By: 
Name: Jules Jay Morris
Title: Senior Vice President
Deputy General Counsel for IP
Date: 22 April 15

BAXTER INTERNATIONAL INC.

By: 
Name: Jill Schaaf
Title: Corporate Vice President and President
Baxter-Gambro Renal
Date: 23 April 2015

BAXTER HEALTHCARE S.A.

By: 
Name: Yvo Aebli
Title: Finance Director
Date: 24.4.15

BAXTER HEALTHCARE S.A.

By: 

Name: B. Lenzlinger

Title: Finance Director

Date: Baxter Healthcare SA

27.4.2015