

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3779029

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BAXTER HEALTHCARE S.A.	08/24/2009
RECEIVING PARTY DATA		
Name:	FENWAL, INC.	
Street Address:	THREE CORPORATE DRIVE	
City:	LAKE ZURICH	
State/Country:	ILLINOIS	
Postal Code:	60047	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	13196668	
Application Number:	14601416	
CORRESPONDENCE DATA		
Fax Number:	(312)236-8176	
<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:	312-236-8500	
Email:	docket@cookalex.com	
Correspondent Name:	COOK ALEX LTD.	
Address Line 1:	200 WEST ADAMS STREET	
Address Line 2:	SUITE 2850	
Address Line 4:	CHICAGO, ILLINOIS 60606	
ATTORNEY DOCKET NUMBER:	9360-0054.04-9360-0054.05	
NAME OF SUBMITTER:	STEPHEN B. HELLER	
SIGNATURE:	/Stephen B. Heller/	
DATE SIGNED:	03/11/2016	
Total Attachments: 5		
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of March 1, 2007 ("Effective Date"), by and between BAXTER HEALTHCARE S.A., a corporation organized and existing under the laws of Switzerland ("BHSA") (BHSA being referred to as "Assignor"); and FENWAL, INC., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Baxter International Inc., a corporation organized and existing under the laws of the State of Delaware ("BII") and Assignee's parent, Fenwal Holdings, Inc., f/k/a Blackhawk Acquisition Company ("Buyer"), among other parties, have entered into that Asset Purchase Agreement, dated as of October 2, 2006, as amended by that First Amendment to Asset Purchase Agreement dated February 28, 2007 (the "Purchase Agreement"), pursuant to which BII agreed, *inter alia*, to assign or cause to be assigned to Buyer or its affiliates certain assets relating to the intellectual property of BII's transfusion therapies business, including those U.S. and foreign patents and patent applications (including provisional applications) listed on Schedule A, including any continuations, continuations-in-part, re-examinations, extensions, divisions, renewals, reissues, patent term extensions, supplementary protection certificates and later filed foreign counterparts thereto, and all rights owned by Assignor in or with respect to any of the foregoing (collectively referred to herein as the "Patents"); and

WHEREAS, pursuant to the Purchase Agreement, Buyer has designated Assignee as the relevant affiliate for purposes of this Assignment; and

WHEREAS, BHSA is an owner of certain Patents including those U.S. and foreign patents and patent applications listed in Schedule A; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign to Assignee all of Assignor's rights, title and interests in and to the Patents and the inventions covered thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee: (i) its rights, title and interests in and to the Patents including any ownership interests Assignor may have or claim to have in the Patents (whether now existing or hereafter created or acquired), for the United States and for all foreign countries, including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with (ii) all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other violation or unauthorized use of the Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal

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REEL: 037952 FRAME: 0114

representatives.

Assignor authorizes and requests the Commissioner of Patents (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Patents (including without limitation any reissues, divisions, continuations, continuations-in-part, and extensions thereof), and to issue any and all Patents to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns, or other legal representatives;

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 24th day of August, 2009.

BAXTER HEALTHCARE S.A.
(Assignor)

By: *Joseph P. Reagan*

Name: Joseph P. Reagan

Title: Additional Authorized
Officer

J.P.R.

FENWAL, INC.
(Assignee)

By: *Christopher S. Visick*

Name: Christopher S. Visick

Title: Chief Legal Officer

Remainder of Signature Page Left Blank Intentionally

STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

On this 25th day of August, 2009, there appeared before me
Christopher S. Visick, personally known to me, who acknowledged that he signed the
foregoing Assignment and his/her voluntary act and deed on behalf and with full authority of
Fenwal, Inc.

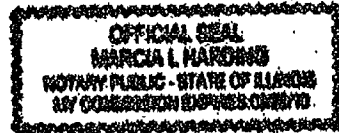
Meghan L Lane
Notary Public



STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

On this 24 day of August, 2009, there appeared before me
Joseph P. Reagen, personally known to me, who acknowledged that he signed the
foregoing Assignment and his/her voluntary act and deed on behalf and with full authority of
Baxter Healthcare SA

Marcia L Harding
Notary Public



SCHEDULE A
PATENTS

Title	Country	AppNumber	PatNumber
METHOD AND APPARATUS FOR BLOOD SAMPLING	US	10/956,296	
METHOD AND APPARATUS FOR BLOOD SAMPLING	Australia	2005292258	
METHOD AND APPARATUS FOR BLOOD SAMPLING	Canada	2,582,301	
METHOD AND APPARATUS FOR BLOOD SAMPLING	China	200580033511.2	
METHOD AND APPARATUS FOR BLOOD SAMPLING	EPO	05802165.0	
METHOD AND APPARATUS FOR BLOOD SAMPLING	Japan	2007-534696	
METHOD AND APPARATUS FOR BLOOD SAMPLING	Mexico	MX/a/2007/003391	
METHOD AND APPARATUS FOR BLOOD SAMPLING	PCT	US05/034504	
IRREVERSIBLY CLOSABLE FLOW CONTROL CLAMP	US	10/501,571	
IRREVERSIBLY CLOSABLE FLOW CONTROL CLAMP AND FLUID PROCESSING SET	US	12/401,332	
IRREVERSIBLY CLOSABLE FLOW CONTROL CLAMP	EPO	03703927.8	
IRREVERSIBLY CLOSABLE FLOW CONTROL CLAMP	PCT	PCT/US03/01758	