PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5514660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
B. MEDICAL LLC	02/22/2019

RECEIVING PARTY DATA

Name:	B. BRAUN MEDICAL INC.	
Street Address:	824 TWELFTH AVENUE	
City:	BETHLEHEM	
State/Country:	PENNSYLVANIA	
Postal Code:	18018	

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	9829113
Patent Number:	7758082
Patent Number:	8042838
Patent Number:	8585096
Patent Number:	9097370
Patent Number:	7025744
Patent Number:	8377039
Patent Number:	7056308
Patent Number:	7569047
Patent Number:	8647312
Patent Number:	8641684
Patent Number:	8092414
Patent Number:	8491518
Patent Number:	9393397
Patent Number:	6517508
Patent Number:	7025750
Application Number:	15664728
Application Number:	16031697
Application Number:	15195558

PATENT REEL: 049127 FRAME: 0293

505467857

CORRESPONDENCE DATA

Fax Number: (202)662-6291

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.

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Correspondent Name: COVINGTON & BURLING LLP

Address Line 1: ONE CITYCENTER, 850 TENTH STREET, NW

Address Line 2: ATTN: PATENT DOCKETING Address Line 4: WASHINGTON, D.C. 20001

ATTORNEY DOCKET NUMBER:	033506.00009
NAME OF SUBMITTER:	JENNIFER AUGSBURGER
SIGNATURE:	/jenn augsburger/
DATE SIGNED:	05/09/2019

Total Attachments: 4

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> PATENT REEL: 049127 FRAME: 0294

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of February 22, 2019 is made by B. Medical LLC, a limited liability company formed under the laws of Pennsylvania (the "LLC") in favor of B. Braun Medical Inc., a Pennsylvania corporation ("BBMI"). Unless otherwise defined herein, capitalized terms shall be used herein as defined in the Contribution Agreement.

WHEREAS, under the terms of that certain Contribution, Assignment and Assumption Agreement, dated as of February 21, 2019 (the "Contribution Agreement"), NxStage Medical, Inc., a Pennsylvania corporation ("NxStage"), contributed to the LLC certain of NxStage's assets (the "NxStage Assets"), NxStage has contributed, sold, assigned, transferred and conveyed to the LLC, among other assets, certain intellectual property of NxStage ("NxStage IP");

WHEREAS, pursuant to that certain Securities Purchase Agreement between NxStage and BBMI, dated as of July 10, 2018, as amended on December 11, 2018, BBMI purchased all of the issued and outstanding membership interests of the LLC from NxStage and, as of the date hereof, the LLC is a wholly-owned subsidiary of BBMI;

WHEREAS, pursuant to that certain Bill of Contribution between the parties, dated as of February 22, 2019, certain of the NxStage Assets were contributed, assigned, transferred and delivered from the LLC to BBMI; and

WHEREAS, the LLC and BBMI desire into this Agreement for the LLC to assign to BBMI, and for BBMI to assume from the LLC, certain NxStage IP.

NOW THEREFORE, the LLC agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LLC hereby irrevocably contributes, sells, assigns, transfers and conveys to Assignee all of the LLC's right, title, and interest in and to the patents and patent applications set forth on <u>Schedule A</u> attached hereto and all divisions and continuations in whole or part thereof, and all patents which may be granted thereon, and all reissues and extensions thereof, and all rights to claim priority on the basis of such applications, both in the United States and in foreign countries (collectively, the "<u>Patents</u>").
- 2. Recordation and Further Actions. The LLC hereby authorizes the United States Patent and Trademark Office and any other applicable governmental authority in any jurisdiction to record and register this Agreement upon request by Assignee. Each party hereto promises to deliver upon request of the other party all such additional assignments, assumptions and other documents which may be reasonably necessary to accomplish the intent of this Agreement.
- 3. <u>Execution</u> Execution of this Agreement by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.
- 4. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and

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PATENT REEL: 049127 FRAME: 0295 assigns and nothing herein, express or implied, is intended to or shall confer upon any other person, any legal or equitable right, benefit or remedy of any nature whatsoever.

5. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws governing conflicts of laws, of the State of Delaware.

IN WITNESS WHEREOF, the LLC has duly executed and delivered this Agreement as of the date first written above.

B. MEDICAL LLC

Caroll H. Neubauer

President

Bruce A. Heugel

VP, Chief Financial Officer & Treasurer

SCHEDULE 1

PATENTS

Title	Country	Application No.	Publication No.	Patent No.
Clamp Device and methods for making and using	United States	14/348,509	US 2015/0267821 A1	9,829,113
Clamp Device and methods for making and using	United States	15/664,728	US 2017-0328482 A1	n/a
Diaphragm Pressure Pod for Medical Fluids	United States	16/031,697		
Fluid Line Connector Safety Device	United States	11/951,142	US 2008-0129042 A1	7,758,082
Fluid Line Connector Safety Device	United States	12/782,557	US 2010-0228231 A1	8,042,838
Fluid Line Safety Device	United States	13/503,734	US 2012-0214337 A1	8,585,096
Fluid Line Safety Device	United States	14/052,808	US 2014-0035273 A1	9,097,370
Injection Site for Male Luer Or Other Tubular Connector	Japan	2005-501078	n/a	4,739,019
Injection Site for Male Luer Or Other Tubular Connector	United States	10/264,863	US 2004-0068238 A1	7,025,744
Injection Site for Male Luer Or Other Tubular Connector	United States	10/423,484	US 2004-0068239 A1	8,377,039
Medical Device with Elastomeric Penetrable Wall and Inner Seal	United States	10/613,922	US 2004-0073176 A1	7,056,308
Medical Device with Elastomeric Penetrable Wall	United States	11/081,484	US 2005-0159710 A1	7,569,047
Injection Site for Male Luer Or Other Tubular Connector	United States	13/738,842	US 2013-0123713 A1	8,647,312

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Closure for Tubular Access Port	United States	11/247,931	US 2007-0093762 A1	8,641,684
Diaphragm Pressure Pod for Medical Fluids	United States	11/270,080	US 2007-0179422 A1	8,092,414
Diaphragm Pressure Pod for Medical Fluids	United States	13/299,868	US 2012-0130338 A1	8,491,518
Diaphragm Pressure Pod for Medical Fluids	United States	13/928,454	US 2013-0291970 A1	9,393,397
Diaphragm Pressure Pod for Medical Fluids	United States	15/195,558	US 2016-0303306 A1	n/a
Set for Blood Processing	United States	09/432,555	**	6,517,508
Set for Blood Processing	United States	10/076,192	US 2002-0072718 A1	7,025,750

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RECORDED: 05/09/2019