

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7832508

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HOSPIRA, INC.	02/03/2017
RECEIVING PARTY DATA	
Name:	ICU MEDICAL, INC.
Street Address:	951 CALLE AMANECER
City:	SAN CLEMENTE
State/Country:	CALIFORNIA
Postal Code:	92673
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18178332
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	949-760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	ICUH.063C4
NAME OF SUBMITTER:	HARNIK SHUKLA
SIGNATURE:	/Harnik Shukla/
DATE SIGNED:	03/07/2023
Total Attachments: 5	
source=2023-02-27 Assignment from Hospira to ICU [parent] - ICUH.063C4#page1.tif	
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PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is effective as of February 3, 2017 (the "Effective Date"), by and between Hospira, Inc., a Delaware corporation ("Assignor") and ICU Medical, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, Pfizer Inc., a Delaware Corporation ("Seller Parent") and Assignee are parties to that certain Amended and Restated Stock and Asset Purchase Agreement, dated as of January 5, 2017 (amending and restating that certain Stock and Asset Purchase Agreement dated as of October 6, 2016 between Seller Parent and ICU, and as may be further amended from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Seller Parent sold, conveyed, assigned and transferred to Assignee all of Seller Parent's right, title and interest in and to the Business Patent Rights, including the patents and patent applications identified on Schedule A (such scheduled patents and patent applications, the "Assigned Patent Rights"), subject to the terms and conditions of the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Seller Parent and Assignee have agreed to enter into this Assignment; and

WHEREAS, Assignor, a wholly-owned subsidiary of Seller Parent, is the owner of the Assigned Patent Rights as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing, and including the consideration set forth in the Purchase Agreement, the representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Conveyance.** Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest at Closing in, to and under (a) the Assigned Patent Rights, (b) divisionals, continuations, and continuations-in-part that claim priority to any Assigned Patent Rights, (c) reissues, renewals, reexaminations, substitutions, extensions, or additions of the Assigned Patent Rights, (d) foreign equivalents of the Assigned Patent Rights, (e) rights to apply for, prosecute and obtain patents in respect of any of the inventions in any country of the world, including the right to claim priority from the Assigned Patent Rights under the Paris Convention for the Protection of Industrial Property and under any and all other applicable treaties and agreements which afford similar priority-claiming privileges in all countries of the world, and (f) all rights accruing under, and causes of action and other remedies with respect to, the foregoing, including the right to sue for and to recover damages and other remedies in respect of any past, present or future

infringement or other unauthorized use of the Assigned Patent Rights, provided that, with respect to the foregoing clauses (b) through (e), solely to the extent the claims thereof are entirely supported (in accordance with the laws of the jurisdiction in which such patent was granted and such application is pending) by the Assigned Patent Rights.

2. **Issuance and Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue any and all Assigned Patent Rights to Assignee, its successors and assigns. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the purchaser and owner of the Assigned Patent Rights. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Patent Rights.
3. **No Modification.** The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, and nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Seller Parent under the Purchase Agreement, and, in the event and to the extent that there is a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the Purchase Agreement shall control.
4. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
5. **Counterparts.** This Assignment may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that both Parties need not sign the same counterpart.
6. **Interpretation.** The heading references herein are for convenience purposes only, do not constitute a part of this Assignment and shall not be deemed to limit or affect any of the provisions hereof.
7. **Further Assurances.** Upon Assignee's request and at Assignee's expense, Assignor agrees to provide reasonable cooperation and assistance as is reasonably required by Assignee to effect and register the rights assigned herein (including to execute, acknowledge, and deliver such other documents and take such other actions as may be reasonably required), and, in general, provide reasonable lawful cooperation reasonably requested by Assignee to carry out and fulfill the purposes and intent of this Assignment of the Assigned Patent Rights, in each case, in accordance with and subject to the Purchase Agreement.
8. **Governing Law; Jurisdiction.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state. With respect to any suit, action or proceeding relating to this Assignment (each, a "Proceeding"), each Party irrevocably (i) agrees and consents to be subject to the jurisdiction of the United States District Court for the Southern District of New York or, if for any reason the United States District Court for the Southern District of New York lacks subject matter jurisdiction, any New York State court sitting in New York City and (ii)

waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 10.1 OF THE PURCHASE AGREEMENT, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.


[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

HOSPIRA, INC.


Name: Colum Lane
Title: Vice president

Witness:

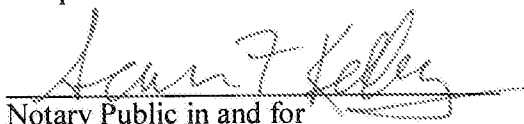

Name: Brian Byaler
Date: 2-3-2017

Witness:


Name: Dolores Hipple
Date: 2-3-2017

STATE OF New York)
COUNTY OF New York)SS.

This instrument was executed before me on this 3rd day of February, 2017, by Colum Lane, the Vice President (title) of **HOSPIRA, INC.**, a corporation organized under the laws of Delaware, on behalf of said corporation.


Notary Public in and for
The State of New York
Sean F. Kelley
Printed or Typed Name of Notary

My commission expires 12-9-2017

SEAN F. KELLEY
Notary Public, State of New York
No. 01KE6293500
Qualified in New York County
Commission Expires 12/09/2017

Signature Page to Patent Assignment

PATENT
REEL: 062909 FRAME: 0237

ICU MEDICAL, INC.



Name: Scott E. Lamb
Title: Chief Financial Officer and
Treasurer

Name: Lisa Harper
Date: February 3, 2017

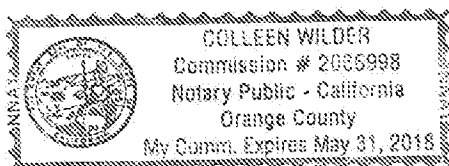
Name: Steve Riggs
Date: February 3, 2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

Subscribed and sworn to (or affirmed) before me on this 3rd day of February, 2017, by Scott Lamb, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Seal:





Notary Public, State of California