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To the Honorable Commissioner c.

100714795

is attached original documents or copy thereof.

1. Name of conveying party(ies):

Bear Medical Systems, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: October 31, 1997

2. Name and address of receiving party(ies)

Name: Bear Medical Systems Inc.

Internal Address: \_\_\_\_\_

Street Address: 81 Wyman Street

City: Waltham State: MA ZIP: 02254

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,430,128	1,280,610
1,066,146	2,049,585

Additional numbers attached?  Yes  No

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

Name: Jonathan C. Wilk, Esq.

Internal Address: Legal Department

Thermo Electron Corporation

Street Address: 81 Wyman Street

City: Waltham State: MA ZIP: 02254

6. Total number of applications and registrations involved: \_\_\_\_\_

4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-0677

(Attach duplicate copy of this page if paying by deposit account)

05/18/1998 SSMITH 00000255 200577 1430128

DO NOT USE THIS SPACE

01 FC:491

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jonathan C. Wilk, Esq.

Name of Person Signing

Signature

April 16, 1998

Date

Total number of pages including cover sheet, attachments, and document: 6

**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made by Bear Medical Systems, Inc., a California corporation, with its principal place of business at 2085 Rustin Avenue, Riverside, California 92507-2437 ("Assignor") to Bear Medical Systems Inc. (f/k/a BM Acquisition Corp.), a Delaware corporation, with its principal place of business at 81 Wyman Street, Waltham, Massachusetts 02254-9046 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignor desires to transfer and assign all right, title and interest in and to the Trademarks to Assignee; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest in the Trademarks, including the goodwill of the business connected with the use of and symbolized by the Trademarks, together with all claims for damages by reason of past infringement of said Trademarks, the same to be held and enjoyed by the Assignee, its successors, assigns or other legal representatives.

Assignor agrees to do all acts reasonably necessary to carry this Trademark Assignment to full force and effect without charge to Assignee but at the cost and expense of Assignee.

IN WITNESS WHEREOF, I hereby set my hand this 31st day of October, 1997.

BEAR MEDICAL SYSTEMS, INC.,  
a California Corporation

By *U. N. Aggarwal*  
Name: *Uma Aggarwal*  
Title: *President*

STATE OF *MISSOURI*                     )  
   )  
COUNTY OF *ST. LOUIS*                )

On October 31, 1997 before me *PATRICIA A. BAIZE* personally appeared *UMA N. AGGARWAL* proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Patricia A. Baize*  
Notary Public

**Patricia A. Baize**  
**Notary Public State of Missouri**  
**County of St. Louis**  
**My Commission Expires October 16, 2000**

## SCHEDULE A

### I. UNITED STATES TRADEMARKS.

<u>MARK</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>	<u>DATE</u>
BEAR	1,430,128	02/24/87
BEAR	1,066,146	05/24/77
BEAR CUB and Design	1,280,610	06/05/84
BEAR CUB and Design	2,049,585	04/01/97

### II. FOREIGN TRADEMARKS.

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>	<u>DATE</u>
BEAR	Argentina	1357983	09/06/89
BEAR	Australia	A458324	01/13/87
BEAR	Canada	345398	09/30/88
BEAR	China	313990	05/20/88
BEAR	Hong Kong	182/1990	07/14/86
BEAR	India	466183	01/16/87
BEAR	Latvia	M19126	12/20/94
BEAR	Lithuania	LT 12605	10/20/94
BEAR	So. Korea	278688	11/05/93

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>	<u>DATE</u>
BEAR	Spain	1175867	10/05/88
BEAR	Sweden	251737	09/17/93
BEAR	United Kingdom	1297883	07/14/86
BEAR	Venezuela	139128	10/09/90

AA972930007

RECORDED: 04/20/1998

TRADEMARK  
REEL: 1727 FRAME: 0440