

03-23-1999



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FORM COVER SHEET

DEPT OF COMMERCE

Trademark Office

TRADEMARKS ONLY

RECEIVED

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1999 MAR -8 PM 1:59

Mrd 3-8-99

1. Name of Conveying party(ies):

C.R. BARD, INC.
730 CENTRAL AVENUE
MURRAY HILL, NJ 07974

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State - NJ
- Other _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: DECEMBER 1, 1998

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

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

Name: KATHLEEN S. WETZEL

Internal Address: ARROW INTERNATIONAL, INC.

Street Address: P.O. BOX 12888

City: READING State: PA ZIP: 19612

03/23/1999 DNGUYEN 00000007 1900520

01 FC:481 40.00 OP
02 FC:482 175.00 OP

DO NOT USE THIS SPACE

OP/PT FINANCE
Name and address of receiving party(ies):

Name: ARROW INTERNATIONAL, INC.

Internal Address: 2400 BERNVILLE ROAD

Street Address: _____

City: READING State: PA ZIP: 19605

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State PA
- 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

B. Trademark registration No.(s)

SEE ATTACHED EXHIBIT A

6. Total number of applications and registrations involved..... 8

7. Total fee (37 CFR 3.41) \$ 215

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

KATHLEEN S. WETZEL

FEBRUARY 26, 1999

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

EXHIBIT A

TRADEMARK	SERIAL OR REGIS- TRATION NUMBER	APPLICATION OR REGISTRATION DATE
ARMORGLIDE®	1,900,520	6/20/1995
PORTAMOUNT®	1,912,381	8/15/1995
REDIFURL™	75/322,896	7/11/1997
REDIGUARD®	1,817,396	1/18/1994
SMARTRAK®	1,933,517	11/7/1995
SUREGUIDE®	1,841,767	6/28/1994
TAPERSEAL®	1,747,740	1/19/1993
TRANSACT®	1,881,356	2/28/1995

ASSIGNMENT OF TRADEMARKS

Assignment made this 1st day of December, 1998 by C.R. BARD, INC., a corporation organized and existing under the laws of the State of New Jersey with an office at 730 Central Avenue, Murray Hill, New Jersey 07974 (the "ASSIGNOR") to ARROW INTERNATIONAL, INC., a corporation organized under the laws of the State of Pennsylvania, with an office at 2400 Bernville Road, Reading, Pennsylvania 19605 (the "ASSIGNEE").

WITNESSETH:

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an Asset Purchase Agreement dated as of August 7, 1998, as amended (the "Purchase Agreement") and this assignment is being executed pursuant to the Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the same meaning as defined in the Purchase Agreement; and

WHEREAS, ASSIGNOR owns both common law and statutory rights in and to the various trademarks and trade names set forth in Exhibit A hereto (collectively, the "Bard Trademarks"); and

WHEREAS, ASSIGNEE desires to obtain from ASSIGNOR an assignment of the Bard Trademarks throughout the world, and ASSIGNOR is willing to provide such an assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR:

1. ASSIGNOR hereby sells, assigns, transfers and sets over unto ASSIGNEE and its successors and assigns all of the ASSIGNOR's entire right, title and interest in and to the Bard Trademarks, and all proceeds thereof throughout the world, together with the goodwill of the business associated with the Bard Trademarks, and the right to recover damages and/or profits from third parties arising from any past, present or future infringement or dilution of the Bard Trademarks.

2. The Bard Trademarks are to be held and enjoyed by ASSIGNEE and to inure to the benefit of its successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment not been made, it being the intent of the parties hereto that the ASSIGNOR does hereby convey to ASSIGNEE all of ASSIGNOR's rights in and to the Bard Trademarks.

3. Upon reasonable request of ASSIGNEE, ASSIGNOR further agrees to execute such additional documents as may be reasonably required to effect the foregoing assignment.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be signed as of this 1st day of December, 1998.

C. R. BARD, INC.

By: 

Name: Timothy M. Ring

Title: Group President

[SEAL]

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA)
COMMONWEALTH OF)
MASSACHUSETTS) SS.:
COUNTY OF SUFFOLK)

On the 1st day of December, 1998 before me personally appeared Timothy Mengo me known, who, being by me duly sworn, did depose and say that he is Group President of C.R. BARD, INC. described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto by like authority.

John A. Pulsifer
Notary Public
My Comm. Expires 9/28/01

[Notarial Seal]