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U.S. Department of Commerce  
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RECORDATION FORM COVER SHEET  
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MRD 1.21.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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02 FC:482 50.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2177043"/>	<input type="text" value="1608964"/>	<input type="text" value="1800617"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

ANNE E. FITZPATRICK

Name of Person Signing

*Anne Fitzpatrick*  
Signature

January 21, 1999

Date Signed

## KHPC CONTRIBUTION AGREEMENT

THIS KHPC CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between KHPC Holding, a Delaware general partnership ("KHPC"), and The Kendall Company LP, a Delaware limited partnership (the "Partnership") as of this 1st day of October, 1998 (the "Contribution Date").

### RECITALS

1. KHPC conducts a business which involves the manufacture, sale and distribution of medical and surgical supplies within the United States (the "Business").

2. KHPC has acquired such Business from Tyco International (US) Inc. ("Tyco") and TKC Holding Corp ("Holding") pursuant to the terms of that Tyco Contribution Agreement by and among Tyco, Holding and KHPC dated as of the date hereof (the "Tyco Contribution Agreement").

3. KHPC wishes to contribute the Business (except the "Excluded Assets," as defined in Section 1.2 of this Agreement) as a capital contribution to the Partnership in exchange for a five percent (5%) limited partner interest in the Partnership as described in the Agreement of Limited Partnership of the Partnership dated as of September 22, 1998 (the "Partnership Agreement").

4. In order to minimize any transfer taxes and the administrative burden of preparing multiple sets of conveyancing documents, KHPC has directed Tyco to transfer its interests in the Assets of the Business directly to the Partnership.

In consideration of the foregoing and the mutual representations, warranties, covenants, and agreements herein contained, the parties agree as follows:

### ARTICLE 1

#### CONTRIBUTION OF ASSETS BY KHPC TO THE PARTNERSHIP

##### 1.1 Contribution of the Assets.

(a) Subject to the terms and conditions of this Agreement, KHPC hereby assigns, transfers, and delivers to the Partnership, free and clear of all title defects, objections, liens, pledges, claims, rights of first refusal, options, charges, security interests, mortgages, or other encumbrances of any nature whatsoever (collectively, "Encumbrances") other than "Permitted Encumbrances" (as defined in Section 1.1(b) of this Agreement), all of the assets, properties, and business (excepting only the "Excluded Assets," as defined in Section 1.2 of this Agreement) of every kind and description; wherever located; real, personal, or mixed; tangible or intangible; owned or held; or used primarily in the conduct of the Business by KHPC as the same shall exist on the Contribution Date (collectively, the "Assets"), and including, without limitation, all right, title, and interest of KHPC in, to, and under:

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(i) All parcels of land owned by KHPC (collectively, the "Fee Property") and all buildings, fixtures and improvements erected on the Fee Property (collectively, "Improvements") (the Fee Property and Improvements hereinafter collectively referred to as the "Subject Property");

(ii) All machinery, equipment, furniture, vehicles and other tangible property (including, without limitation, maintenance and operating supplies, fuel, and spare parts for such machinery and equipment) of KHPC (collectively, the "Equipment");

(iii) All raw materials, finished goods, work-in-process, supplies and inventories of KHPC (collectively, the "Inventory");

(iv) Those patents, copyrights, trademarks, trade names, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data, computer software programs and other intangible property and any applications for the same, used primarily in the Business, and all goodwill associated with such intangible property (collectively, the "Intangible Property");

(v) All the leases of certain property of KHPC, together with all fixtures, office equipment, furnishings, furniture, and other tangible property located thereon (collectively, the "Leased Property");

(vi) All of KHPC's rights, claims, credits, causes of action or right of setoff against third parties relating to the Assets, including, without limitation, unliquidated rights under manufacturers' and vendors' warranties but excluding all amounts representing reimbursements for items paid by KHPC (collectively, "Claims");

(vii) Those contracts, agreements, leases, licenses and other instruments, arrangements and commitments being assumed by the Partnership with respect to the Assets pursuant to Section 1.4 of this Agreement (collectively, "Rights");

(viii) All certificates of occupancy and other transferable licenses, permits, registrations, authorizations, use agreements, orders or approvals of governmental or quasi-governmental agencies and authorities (whether federal, state, local, municipal or foreign) or private parties relating to the construction, use, operation or enjoyment of the Assets (collectively, "Permits");

(ix) All accounts receivable arising out of sales of inventory or otherwise in the ordinary and usual course of the operation of the Business prior to the close of business on the Contribution Date (collectively, "Receivables");

(x) All transferable bonds or deposits made by KHPC or its predecessors in title (or its agents) with any governmental agency or authority or with any utility company or third party relating to the construction, use, operation or enjoyment of the Assets;

(xi) All prepaid rentals and other prepaid expenses arising from payments made by KHPC in the ordinary and usual course of the operation of the Business related to the Assets prior to the close of business on the Contribution Date for goods or services;

(xii) Originals or copies of all books, records, files and papers, whether in hard copy or computer format, used in the Business, including without limitation, engineering information, manuals and data, sales and advertising materials, sales and purchase correspondence, lists of present and former suppliers and personnel and employment records and, with respect to information relating to "Tax" (as defined in Section 5.4(e) of this Agreement), any information that is necessary for the preparation of any Tax returns to be filed after the Contribution Date or the determination of the Tax basis of the Assets (collectively, "Files and Records"); and

(xiii) All lists of present, and, to the extent available, future customers and goodwill associated with the Assets.

(b) For purposes of this Agreement, "Permitted Encumbrances" shall mean (i) the "Assumed Liabilities," as defined in Section 1.4 of this Agreement; (ii) Encumbrances reflected on the Contribution Date Balance Sheet as defined in Section 4.5 of this Agreement; (iii) liens for current "Taxes" (as defined in Section 5.4 of this Agreement) not yet due or payable without penalty; (iv) Encumbrances which, individually or in the aggregate, do not or would not have a material adverse effect on the business or financial condition of the Business taken as a whole or materially interfere with the present use of any Assets subject thereto; and (v) easements, rights-of-way, building or use restrictions, exceptions, variances, reservations, or similar Encumbrances of record affecting, but not materially interfering with the present use of, any Subject Property.

## 1.2 Excluded Assets.

(a) The Partnership expressly understands and agrees that there shall be excluded from the Assets the following assets and properties of KHPC which are used in connection with the Business:

(i) Those certain parcels of land described in Schedule 1.2 hereto (the "Excluded Fee Property") and the buildings, fixtures, and improvements erected on the Excluded Fee Property (collectively, "Excluded Improvements") (the Excluded Fee Property and Excluded Improvements hereinafter sometimes collectively referred to as the "Excluded Facilities");

(ii) All of KHPC's claims against third parties relating to the "Excluded Assets," and the related unliquidated rights under manufacturers' and vendors' warranties, including all amounts representing reimbursements for items paid by it;

(iii) All of KHPC's right, title, and interest in and to all Permits relating to the construction, use, operation, or enjoyment of the Excluded Assets;

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

**KHPC HOLDING**

By: Tyco International (US) Inc.  
Its: General Partner

By: Edward Federman  
Name: Edward Federman  
Title: Vice President - Corporate Controller

**THE KENDALL COMPANY LP**

By: SWD Holding, Inc. I  
Its: General Partner

By: \_\_\_\_\_  
Name: Kevin Gould  
Title: Vice President

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

**KHPC HOLDING**

By: Tyco International (US) Inc.  
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By: \_\_\_\_\_  
Name: Edward Federman  
Title: Vice President - Corporate Controller

**THE KENDALL COMPANY LP**

By: SWD Holding, Inc. I  
Its: General Partner

By:   
Name: Kevin Gould  
Title: Vice President

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**KHPC CONTRIBUTION AGREEMENT**

**by and among**

**KHPC HOLDING**

**and**

**THE KENDALL COMPANY LP**

**Dated as of October 1, 1998**

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