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NRD 1-21-99

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

1-26-99

NRD 5/5/99

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 CONTRIBUTION AGREEMENT

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name TYCO INTERNATIONAL (US) INC. and TKC HOLDING CORP.

100198

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name KHPC HOLDING

DBA/AKA/TA

Composed of

Address (line 1) 15 Hampshire Street

Address (line 2)

Address (line 3) Mansfield

MA

02048

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization DELAWARE GENERAL PARTNERSHIP

01/27/1999 TTOM11 00000028 190254 2177043

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01 FC:481 40.00 CH
02 FC:482 50.00 CH

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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REEL: 1891 FRAME: 0485

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" 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"/>
<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

TYCO CONTRIBUTION AGREEMENT

by and among

TYCO INTERNATIONAL (US) INC.

and

TKC HOLDING CORP.

and

KHPC HOLDING

Dated as of October 1, 1998

TYCO CONTRIBUTION AGREEMENT

THIS TYCO CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between Tyco International (US) Inc., a Massachusetts corporation ("Tyco"), TKC Holding Corp., a Delaware corporation (the "TKC") and KHPC Holding, a Delaware general partnership (the "Partnership") as of this 1st day of October, 1998 (the "Contribution Date"). (TKC and the Partnership are sometimes referred to collectively as the "Subsidiaries").

RECITALS

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

2. Tyco wishes to contribute undivided interests in the Business (except the "Excluded Assets," as defined in Section 1.2 of this Agreement) as a capital contribution to the Partnership (for a ninety-five percent (95%) partnership interest) and TKC in the proportions of ninety-five percent (95%) to the Partnership and five percent (5%) to TKC (such relative percentages being referred to as the "Percentage Interests").

3. Immediately upon the contribution of the Business to the Subsidiaries, TKC desires to contribute its undivided interest in the Business to the Partnership in exchange for a five percent (5%) partnership interest in the Partnership as described in the Agreement of Partnership of the Partnership dated as of September 22, 1998 (the "Partnership Agreement").

4. Immediately upon the contribution of the Business to the Subsidiaries and the contribution of TKC's undivided interest to the Partnership as described above, the Partnership desires to contribute its interest in the Business to The Kendall Company LP (the "Kendall Partnership") for a five percent (5%) limited Partnership interest in the Kendall Partnership pursuant to the KHPC Contribution Agreement between the Partnership and the Kendall Partnership dated as of the date hereof.

5. In order to minimize any transfer taxes and the administrative burden of preparing multiple sets of conveyancing documents, the Subsidiaries have directed Tyco to transfer their interests in the Assets of the Business directly to the Kendall 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 TYCO TO THE SUBSIDIARIES

1.1 Contribution of the Assets.

(a) Subject to the terms and conditions of this Agreement, Tyco hereby assigns, transfers, and delivers to the Subsidiaries, in proportion to their Percentage Interests, 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 Tyco as the same shall exist on the Contribution Date (collectively, the "Assets"), and including, without limitation, all right, title, and interest of Tyco in, to and under:

(i) All parcels of land owned by Tyco (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 Tyco (collectively, the "Equipment");

(iii) All raw materials, finished goods, work-in-process, supplies and inventories of Tyco (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 Tyco, together with all fixtures, office equipment, furnishings, furniture, and other tangible property located thereon (collectively, the "Leased Property");

(vi) All of Tyco'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 Tyco (collectively, "Claims");

(vii) Those contracts, agreements, leases, licenses and other instruments, arrangements and commitments being assumed by the Subsidiaries 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 Tyco 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 Tyco 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 7.4(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 7.4 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 Subsidiaries expressly understand and agree that there shall be excluded from the Assets the following assets and properties of Tyco 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

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

TYCO INTERNATIONAL (US) INC.

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

TKC HOLDING CORP.

By: _____
Name: Richard Meelia
Title: President

KHPC HOLDING

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

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

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TKC HOLDING CORP.

By: *R. Meelia* *gaten*
Name: Richard Meelia
Title: President

KHPC HOLDING

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

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