

12-20-1999

COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101226297

Tab settings

To the Honorable Commis:

Send the attached original documents or copy thereof.

1. Name of conveying party(ies):

Allegiance Corporation

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

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

2. Name and address of receiving party(ies)

Name: Encompass Group,

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

Street Address: 615 Macon Road

City: McDonough State: GA ZIP: 30253

- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: August 6, 1999

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

A. Trademark Application No.(s)

75/402,465                      75/693,292  
 75/404,211  
 75/413,082  
 75/420,938

B. Trademark Registration No.(s)

423,911                      1,356,666                      1,983,149  
 805,258                      1,771,522                      2,068,349  
 816,680                      1,808,487  
 816,695                      1,905,022

Additional numbers attached?  Yes  No

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

Name: Robert B. Kennedy

Internal Address: Kennedy, Davis & Hodge, LLP

Street Address: Five Concourse Parkway

Suite 900

City: Atlanta State: GA ZIP: 30328

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

15

7. Total fee (37 CFR 3.41).....\$ 600.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0553 (Deficiencies Only)

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

2025-1999 TRM 0000000 42711

DO NOT USE THIS SPACE

01 FT:461 40.00 OP  
02 FT:482 350.00 OP

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.

Robert B. Kennedy  
Name of Person Signing

Signature

24 Nov 99

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

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

TRADEMARK  
REEL: 002000 FRAME: 0939

**ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT OF TRADEMARKS** is entered into this 6th day of August, 1999, by and between **ALLEGIANCE CORPORATION**, a Delaware corporation, ("Assignor") and **ENCOMPASS GROUP, L.L.C.**, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title and interest in and to those certain United States and foreign trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein (collectively, the "Trademarks");

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of August 6, 1999 (the "Agreement") by and between Assignee and Allegiance Healthcare Corporation ("Allegiance"), Allegiance has agreed to cause the Trademarks to be transferred and assigned from Assignor to Assignee; and

**WHEREAS**, pursuant to the Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Trademarks and Assignee is desirous of acquiring the same.

**NOW, THEREFORE**, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Trademarks worldwide, together with the ongoing and existing portion of the business to which the Trademarks pertain, the good will of the business symbolized by and associated with the Trademarks, the right to sue for past infringement thereof and the registrations and applications for registration therefor.

**SCHEDULE A****U.S. Trademarks**

<u>Mark</u>	<u>Registration/Serial Number</u>
A1 and Design	74/420,938
ADVENT	1,771,522
DETERGEX	423,911
EASY CARE	1,808,487
EXECUTOR	74/404,211
EXECUTOR 2000	75/402,465
EXPRESSDRESS	75/693,292
HOSPITEX	805,258
HOSPITEX	816,680
HOSPITEX	816,695
OPTIGUARD *	1,905,022
POLY PLUS	1,356,666
SAFECARE SOLUTIONS	2,068,349
SYNERGY and Design	75/413,082
THE SCRUB BOOK	1,983,149

\* Transfer of this trademark is subject to a Trademark License Agreement dated January 31, 1997 between Allegiance Corporation and Sterilization Management, Inc.

**Canadian Trademarks**

<u>Mark</u>	<u>Registration or Application Number</u>
COMPRES	377,920
HOSPITEX	185,170
SURG-O-PAK	219,802

**United Kingdom Trademarks**

<u>Mark</u>	<u>Registration Number</u>
SURG-O-PAK	B972650

**Other Trademarks (Unregistered)**

ACUTRAC  
ALIGN  
ALOFT  
CAREFREE  
CAREFREE PLUS  
CHEMSOFT  
COMFORT PLUS  
DURA-LITE

**TRADEMARK**  
**REEL: 002000 FRAME: 0941**


DURA PLUS  
DURASHIELD  
DURASORB  
ENCOMPASS  
IMPRESSIONS  
INTIMATE  
LITESORB  
O<sup>2</sup> Hyperbaric Textiles  
PEARLTONE  
PRINCESS  
RENAISSANCE  
SAFECARE \*  
SERVICE FIRST  
SIGNATURE PLUS  
SIGNATURE STRIPE  
SNAG-LESS  
SNAG SAVER  
SOFTSORB  
SPACE ADVENTURE  
SRC 2000  
SRC 2001  
WIGWAM  
PRIME 100  
PURECALE

\* Transfer of this trademark is subject to a Trademark License Agreement dated January 31, 1997 between Allegiance Corporation and Sterilization Management, Inc.

TRADEMARK  
REEL: 002000 FRAME: 0942

IN WITNESS WHEREOF Assignor has executed this assignment as of the date first written above.

ALLEGIANCE CORPORATION

By:   
Name: William L. Feather  
Title: Sr. VP, GC & Secretary

RECORDED: 12/02/1999

TRADEMARK  
REEL: 002000 FRAME: 0943