

01-27-2000

COVER SHEET

Docket No.:

ONLY



Tab settings → → → ▼

To the Honorable Commissioner

101250458

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tyco Group S.a.r.l.
2nd Floor
6, avenue Emile Reuter
LU - 2420 Luxembourg, Luxembourg

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Luxembourg**
☐ Other _____

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: **16 Oct. 1998 and 17 Nov. 1998 (amendment)**

2. Name and address of receiving party(ies):

Name: **Sherwood Services AG**

Internal Address: _____

Street Address: **Schwertstrasse 9**

City: **Schaffhausen** State: **CH** ZIP: **8200**

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☒ Corporation-State **Switzerland**

☐ Other _____

If assignee is not domiciled in the United States, a domestic designation is attached ☒ Yes ☐ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☒ N

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

A. Trademark Application No.(s)

see
attachment

B. Trademark Registration No.(s)

see
attachment

Additional numbers

☒ Yes ☐ No

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

Name: **Douglas E. Denninger, Reg. No. 31,752**

Internal Address: _____

Street Address: **Sherwood Services AG**

Schwertstrasse 9, Switzerland

City: **Schaffhausen** State: **CH** ZIP: **8200**

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

9

7. Total fee (37 CFR 3.41):.....\$ **\$360.00** € **1**

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

500726

DO NOT USE THIS SPACE

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.

Douglas E. Denninger

Name of Person Signing

Douglas E. Denninger
Signature

24 January 2000

Date

8

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002011 FRAME: 0541

REG. NO.

1,262,290

1,214,759

1,168,204

1,363,165

1,208,068

2,265,440

2,154,010

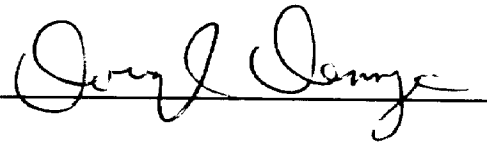
1,600,623

1,600,622

APPOINT OF DOMESTIC REPRESENTATIVES

The Chief Patent and Trademark Counsel, Tyco Healthcare Group LP, 15 Hampshire Street, Mansfield 02048, USA is hereby designated applicant's representative upon whom notices of process in proceedings affecting the scheduled marks may be served.

Sherwood Services AG

By: 

Name: Douglas E. Denninger
Chief Executive Officer

Title: _____

Date of signature: 24 JAN 2000

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Tyco Group S.a.r.l., a Luxembourg corporation (hereinafter referred to as "ASSIGNOR"), has developed, conceived, acquired or otherwise owns certain intellectual property (hereinafter referred to as "INTELLECTUAL PROPERTY") which includes: (a) all domestic and foreign patents and patent applications (including, without limitation, all counterparts thereof in any other country and all reissues, divisions, continuations, continuations-in-part, renewals and extensions of the foregoing) (collectively, "Patents"), which are owned by ASSIGNOR, including the right to claim the benefit of any priority dates or provisional applications relating thereto under any applicable laws, and any renewal, substitute or reissue thereof, for the full term for which the same may be granted, specifically including, without limitation, the patents and patent applications identified in Appendix A attached hereto; (b) all domestic and foreign trademarks, service marks, trade names, trade dress, labels, logos and all other names and slogans (collectively "Trademarks") associated with any products or embodying associated goodwill of the business of ASSIGNOR related to such products, whether or not registered, and any applications or registrations therefor, and any associated goodwill incident thereto, owned by ASSIGNOR, including the right to use such Trademarks in regard to products and services in classes not yet utilized but relating to the business of ASSIGNOR, specifically including, without limitation, the registrations and applications for registration of the trademarks identified in Appendix B attached hereto; and (c) product specifications, processes, product designs, plans, ideas, concepts, manufacturing, engineering and other manuals and drawings, technical information, software including source code and object code instructions for controlling the operation of a central processing unit together with any corresponding documentation, data, research records, all promotional literature, customer and supplier lists and similar data and information, and all other confidential or proprietary technical and business information (regardless of the recording medium), including trade secrets (collectively, "Know-how"), owned by ASSIGNOR, only to the extent to which the same is related to manufacturing, specifically including, without limitation, the Know-how identified in Appendix C attached hereto.

WHEREAS, ASSIGNOR wishes to assign such INTELLECTUAL PROPERTY to Sherwood Services AG, a Swiss corporation (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to accept the assignment of such INTELLECTUAL PROPERTY;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that effective for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE all right, title and interest of ASSIGNOR in and to said INTELLECTUAL PROPERTY.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNOR will, upon ASSIGNEE's request, promptly execute and deliver to ASSIGNEE or its legal representative any and all papers or instruments required to maintain and enforce said INTELLECTUAL PROPERTY which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this assignment to be signed on the dates set forth below.

ASSIGNOR: Tyco Group S.A.r.l.

By: 

Name: Byron S. Kalogerou

Title: General Manager

Date: 10/09/98

ASSIGNEE: Sherwood Services AG

By: 

Name:

Title: Director

Date: 16. Oct. 1998

E070998/bjd

**AMENDMENT TO ASSIGNMENT
OF INTELLECTUAL PROPERTY**

This amendment ("AMENDMENT") having an effective date of November 13, 1998 is between Tyco Group S.a.r.l., a Luxembourg corporation ("TYCO") and Sherwood Services AG, a Swiss corporation ("SHERWOOD").

WHEREAS, the Parties entered into an ASSIGNMENT OF INTELLECTUAL PROPERTY ("ASSIGNMENT") on October 16, 1998.

WHEREAS, the Parties intended that the date of said ASSIGNMENT be February 27, 1998.

NOW, THEREFORE, the Parties hereby agree that, in order to effectuate the original intent of the Parties, the ASSIGNMENT is amended by deleting the third paragraph thereof in its entirety and substituting in its place the following:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that effective February 27, 1998, for good and valuable consideration, the receipt of which is hereby acknowledged, TYCO hereby assigns and transfers to SHERWOOD all right, title, and interest of TYCO in and to said INTELLECTUAL PROPERTY, including the right to seek and obtain for SHERWOOD's own benefit injunctive relief, recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

Except as expressly amended hereby, the ASSIGNMENT shall continue in full

force and effect as heretofore.

ACCEPTED AND AGREED TO:

TYCO GROUP S.A.R.L.

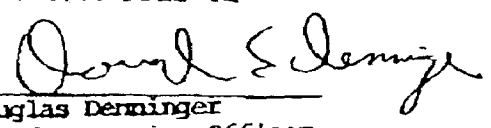
By:


Byron Palogereu
General Manager

Date: 11/17/98

SHERWOOD SERVICES AG

By:


Douglas Denninger
Chief Executive Officer

Date: 11/17/98

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| <u>TRADEMARK</u> | <u>REG./APPLN. NO.</u> | <u>COUNTRY</u> |
|------------------------|------------------------|----------------|
| LIFECATH | 1,262,290 | USA |
| PERI-PATCH | 1,214,759 | USA |
| BETA-CAP | 1,168,204 | USA |
| PERMCATH | 1,363,165 | USA |
| SHADOW STRIPE | 1,208,068 | USA |
| VIEWCATH (Stylized) | 74/541,365 | USA |
| HR CLUBTRACK PLUS | 2,265,440 | USA |
| ANGIO-SEAL | 2,154,010 | USA |
| QUIK-SILVER | 1,600,623 | USA |
| QUIK-SILVER & DESIGN | 1,600,622 | USA |