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Docket No.:

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101250456

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

1. Name of conveying party(ies):
American Cyanamid Company
5 Giralda Farms
US - Madison, N.J. 07940
USA

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

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

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

Name: Tyco Group S.a.r.l.

Internal Address: 2nd Floor

Street Address: 6, avenue Emile Reuter

City: Luxembourg State: LU ZIP: 2420

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 27 February 1998

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

A. Trademark Application No.(s)
see attachment

Additional numbers

B. Trademark Registration No.(s)
see attachment

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:..... **43**

7. Total fee (37 CFR 3.41):.....\$ \$1'720.00 E

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 *Douglas E. Denninger* 24 January 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

ACY Trademarks

Serial Number Registration Number

73/086/773

74/361860

0203122
0524520
0682255
0729519
0731616
0740701
0802787
0839202
0841696
0858655
0913316
0924982
0926997
0936158
1018772
1041699
1091161
1225846
1225867
1301151
1301418
1331440
1345527
1350114
1379041
1390668
1437896
1578834
1600658
1605386
1624396
1733984
1745343
1752172
1767982
1787435
1867557
1870450
1982790
2038034
2168939

Ctry	Trademark Name	Serial Number	Registration Number	Doc Number
TW	CARDIOPUNCH	79-54535	525203	T-1973
TW	SURGINE IN CHINESE CHA	80/20152	582351	T-3816
TW	PROTECT POINT	81057395	601898	T-2815
TW	APPOSE	81060912	601911	T-1557
TW	TI CRON IN CHINESE CHA		60352	T-4198
TW	TI CRON	60353	60353	T-1860
TW	DG DAVIS & GECK	67897	67897	T-2239
TW	DG DAVIS & GECK IN CHI	67898	67898	T-2240
TW	DG DAVIS & GECK	68908	68908	T-3302
TW	DG DAVIS & GECK IN CHI	68909	68909	T-2241
TW	SURGILON	84021965	708628	T-1239
TW	SURGILON	84021964	717724	T-1486
TW	MAXON	85010885	747256	T-3359
TZ	DEXON	18264	18264	T-2320
TZ	DG DAVIS & GECK	18259	B18259	T-3268
US	D-TACH	73/086/773		T-2035
US	DAVIS & GECK PRESTIGE	74/361860		T-1129
US	ATRAUMATIC	213774	0203122	T-1795
US	FLAXEDIL	71-572132	0524520	T-3094
US	DERMALENE	61102	0682255	T-2275
US	DERMALON	122590	0729519	T-2145
US	FLEXON	121960	0731616	T-2422
US	SURGILON	137185	0740701	T-3790
US	ATRAUMATIC	218598	0802787	T-1794
US	SURGILENE	257244	0839202	T-3151
US	PRE-OP	248286	0841696	T-3724
US	PRE-OP	275358	0858655	T-3725
US	PRE-OP	72-373882	0913316	T-3722
US	PRE-OP	361676	0924982	T-3721
US	PRE-OP	72-361675	0926997	T-3723
US	LUKI	390508	0936158	T-3512
US	DG DAVIS & GECK (DG AN	73-041433	1018772	T-1234
US	ROTO-GRIP	72367	1041699	T-2866
US	TI CRON	415792	1091161	T-1200
US	UNI-SPENSE	230136	1225846	T-4252
US	APPOSE	328185	1225867	T-1559
US	DG (LOGO)W/O WORD	399954	1301151	T-1204
US	NOVAFIL	409843	1301418	T-2723
US	MAXON	409846	1331440	T-3362
US	DEXON MESH	475377	1345527	T-2354
US	SOFTGUT	418268	1350114	T-3889
US	VALTRAC	542710	1379041	T-4281
US	V DESIGN (FOR APPOSE)	518647	1390668	T-4140
US	VITAL VUE	73/589703	1437896	T-2827
US	OPHTHALON	802530	1578834	T-2772
US	CARDIOPPOINT	73/839666	1600658	T-1803
US	MAXON	73/804251	1605386	T-1022

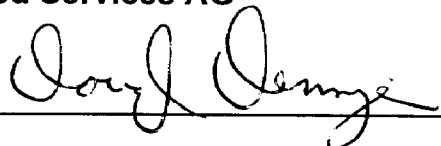
Ctry	Trademark Name	Serial Number	Registration Number	Doc Number
US	PRE-OP	73-822151	1624396	T-3719
US	CARDIOPUNCH	74-050731	1733984	T-1975
US	SOFTGUT	74/244844	1745343	T-3890
US	OWENS	74-205342	1752172	T-3568
US	POLYCAPROLATE	74-157907	1767982	T-3658
US	SELECT PAK	74-200425	1787435	T-3784
US	LAPRO LOOP	74202970	1867557	T-3495
US	LAPRO CLIP	74331487	1870450	T-3485
US	VASCUFIL	74/347352	1982790	T-2982
US	POLYTRIBOLATE	74-434903	2038034	T-3708
US	MAXON	75/172004	2168939	T-1023
UY	DERMALON	240294		T-1010
UY	ATRAUMATIC	79919	150242	T-1796
UY	VALTRAC	240295	240295	T-4282
UY	MAXON	240315	240315	T-3363
UY	APPOSE	240316	240316	T-1572
UY	FLEXON	240317	240317	T-1011
UY	TI CRON	240318	240318	T-4189
UY	SURGILON	240319	240319	T-3791
UY	SURGILENE	240320	240320	T-1024
UY	NOVAFIL	240321	240321	T-2721
UY	VISADUCT	240322	240322	T-4022
UY	DG DAVIS & GECK	172794	243028	T-3275
UY	POLYCAPROLATE	243122	243122	T-3659
UY	DAVIS & GECK	167442	244821	T-2102
VD	DG DAVIS & GECK LOGO	B77/5729	B77/5729	T-1469
VE	VITAL VUE	10115/90		T-1021
VE	CARDIOPUNCH	11852/90		T-1016
VE	VISADUCT	11961/89		T-1019
VE	POLYTRIBOLATE	15815/93		T-1014
VE	POLYTRIBOLATE	15816/93		T-1013
VE	VASCUFIL	25630/92		T-1020
VE	LAPRO CLIP	6015/93		T-1017
VE	POLYCAPROLATE	6635/91		T-1018
VE	CARDIOPOINT	8415/90		T-1015
VE	DG DAVIS & GECK	2629/80	103169	T-1473
VE	DG DAVIS & GECK	9159/80	107639	T-3279
VE	APPOSE	285/82	113800-F	T-1573
VE	NULENE	7309/82	117157F	T-2741
VE	MAXON	297/83	117540	T-3364
VE	TOPSTAT	4555-84	124026	T-4092
VE	NOVAFIL	10784/82	127311	T-2724
VE	VALTRAC	4604-86	134551	T-4283
VE	SOFTGUT WITH O DESIGN	1258/84	143126	T-3894
VE	ATRAUMATIC	5413	34706-F	T-1797
VE	DERMALON	6423	54502	T-1413
VE	VIRO-TEC	6271	54596	T-1863

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, American Cyanamid Company, a Maine, United States of America corporation (hereinafter referred to as "ASSIGNOR"), has developed, conceived, acquired or otherwise owns certain intellectual property (hereinafter referred to as "ASSIGNED INTELLECTUAL PROPERTY") which includes: (a) the 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"), identified in Appendix A attached hereto, 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; (b) the registrations and applications for registration of the trademarks (collectively, "Trademarks"), identified in Appendix B attached hereto, and any associated goodwill incident thereto, 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; and (c) the trade secrets and confidential information (collectively, "Know-how"), identified in Appendix C attached hereto, to the extent to which the same is related to manufacturing.

WHEREAS, ASSIGNOR wishes to assign such ASSIGNED INTELLECTUAL PROPERTY to Tyco Group S.a.r.l., a Luxembourg corporation (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to accept the assignment of such ASSIGNED INTELLECTUAL PROPERTY;

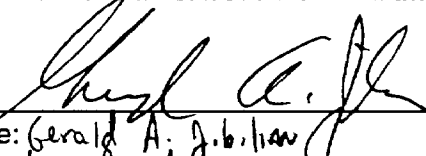
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that effective for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE all right, title and interest of ASSIGNOR in and to said ASSIGNED INTELLECTUAL PROPERTY.

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.

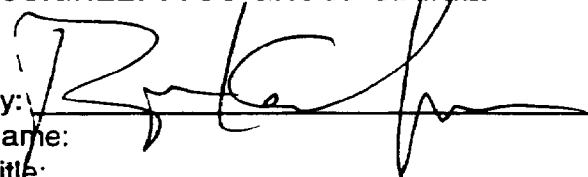
ASSIGNOR further covenants that ASSIGNEE will, upon ASSIGNEE's request, promptly execute and deliver to ASSIGNEE or its legal representative any and all papers or instruments required to maintain and enforce said ASSIGNED INTELLECTUAL PROPERTY which may be necessary or desirable to carry out the purposes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

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this assignment to be signed this 27th day of February, 1998.

ASSIGNOR: AMERICAN CYANAMID COMPANY

By: 
 Name: Gerald A. G. Sullivan
 Title: Vice President

ASSIGNEE: TYCO GROUP S.A.R.L.

By: 
 Name:
 Title: