

3.21.00

04-26-2000



Docket No.:

T-3423

Tab settings

To the Honorable Commissioner of Paten

101333734

Attached original documents or copy thereof.

1. Name of conveying party(ies)
Sherwood Medical Company
1915 Olive Street
St. Louis, Missouri 63103-1642
USA

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 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: **L** 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 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: **01 December 1999**

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

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

0737598

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: **Sherwood Services AG**

Street Address: **Schwertstrasse 9**

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

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

500726

DO NOT USE THIS SPACE

04/26/2000 TTDN11 00000016 500726 737598

01 FC:481 **40.00 CH**

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* **14 March 2000**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

5

ASSIGNMENT OF TRADEMARKS

WHEREAS, Sherwood Medical Company, a Delaware, United States of America corporation (hereinafter referred to as "ASSIGNOR"), has developed, conceived, acquired or otherwise owns certain intellectual property which includes all domestic and foreign trademarks, service marks, trade names, trade dress, labels, logos and all other names and slogans 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 therefore, and any associated goodwill incident thereto, owned by ASSIGNOR (collectively "TRADEMARKS"), 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 the Schedule attached hereto;

WHEREAS, ASSIGNOR wishes to confirm the assignment of its entire interests in such TRADEMARKS to Tyco Group S.a.r.l., a Luxembourg corporation (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to confirm acceptance of the assignment of such TRADEMARKS;

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

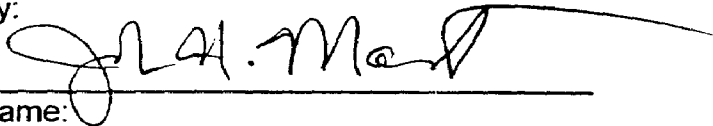
ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

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 TRADEMARKS 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: SHERWOOD MEDICAL COMPANY

By:



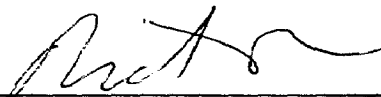
Name:

Title:

Date: 15. Nov. 1999

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

By:



Name:

Title:

Richard W. Brann
General Manager

Date: 01.12.99

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;

Tyco Group S.a.r.l.

By:



Name:

Title:

Richard W. Brann

General Manager

Date of signature:

16 DEC 99

**Sherwood Medical Company
Trademark**

<u>Trademark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Registration Number</u>
MEDI-PADS	US	72/114710	0737598