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U.S. Patent & TMOfo/TM Mail RcvDt. #70 al

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original documents or copy thereof.

1. Name of conveying party(ies):

Mist, Inc.
3310 US 70 West
Smithfield, North Carolina 27577

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

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

3. Nature of conveyance:

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

Execution Date: March 16, 2000

2. Name and address of receiving party(ies)

Name: Sherwood Services AG

Internal Address:

Street Address: Schwertstrasse 9, CH-8200

City: Schaffhausen State: ZIP: Switzerland

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,075,105; 2,076,953

Additional numbers attached? Yes No

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

Name: Neil D. Gershon, Esq.

Internal Address: C/O United States Surgical,
a division of Tyco Healthcare Group LP

Street Address: 150 Glover Avenue

City: Norwalk State: CT ZIP: 06856

02/02/2000 DNGUYEN 00000097 210550 2075105

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

21-0550

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

FC:481 40.00 CH
FC:482 25.00 CH

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.

Neil D. Gershon
Name of Person Signing

Signature

5/5/2000
Date

Total number of pages including cover sheet, attachments, and document: 5

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Sherwood Services AG

MARKS: MIST
MIST LOGOREGISTRATION NO.: 2,075,105
2,076,953**DESIGNATION OF DOMESTIC REPRESENTATIVE**Neil D. Gershon Reg. No. 32,225
Lawrence Cruz Reg. No. 36,385
Mark Farber Reg. No. 34,159
David Koris Reg. No. 30,908of United States Surgical,
a division of Tyco Healthcare Group LP

whose postal address is 150 Glover Avenue, Norwalk, CT 06856, is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

SHERWOOD SERVICES AG

Date: May 4, 2000By: Douglas Denninger
Chief Executive Officer

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered into this this 16th day of March, 2000 by and between MIST, Inc., a Delaware corporation having its principal place of business at 3310 US 70 West, Smithfield, North Carolina 27577 ("Assignor") and SHERWOOD SERVICES AG, a Switzerland corporation having its principal place of business at Schwertstrasse 9, CH-8200 Schaffhausen Switzerland ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset and Purchase Agreement dated March 10, 2000 (the "Agreement"), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;


WHEREAS, Assignor owns all right, title and interest to and is the sole exclusive owner of the Trademarks and Service Marks, including but not limited to those listed on Schedule A, attached hereto and incorporated herein (the "Trademarks") and all registrations, applications and good will represented by the Trademarks;

WHEREAS, pursuant to the Agreement, Assignor desires to assign and transfer to Assignee, and it's successors, assigns and legal representatives, Assignor's entire right, title, interest and the good will represented by the Trademarks, including the right to sue for present, past and future infringement, in the United States, it's territorial possessions, and in all foreign countries, including all treaty and convention rights. Assignee is desirous of acquiring the same.

NOW, THEREFORE, for 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, all registrations, world-wide applications and the good will represented by the Trademarks.

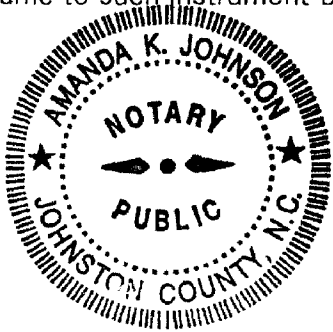
IN WITNESS WHEREOF Assignor has executed this assignment as of the date first written above.

MIST, Inc.

By: 
Kevin Grealey, President

STATE OF NORTH CAROLINA)
) SS:
COUNTY OF WAKE)

On this 16th day of March, 2000, before me personally came Kevin Grealey, to me known, who, being by me first duly sworn, did depose and say that he is the President of MIST, Inc. the corporation described in and which executed the foregoing instrument; and that he signed his name to such instrument by order of the Board of Directors of such corporation.



Amanda K. Johnson
Notary Public
My Commission Expires: 5-13-2004

Agreed and accepted by Assignee

Sherwood Services AG

By: *Douglas Denninger*

Name: Douglas Denninger
Title: Chief Executive Officer

STATE OF Massachusetts)
) SS:
COUNTY OF Bristol)

On this 4th day of ~~March~~ ^{April}, 2000, before me personally came Douglas Denninger, to me known, who, being by me first duly sworn, did depose and say that he is the Chief Executive Officer of the Assignee, Sherwood Services AG, the corporation described in and which executed the foregoing instrument; and that he signed his name to such instrument

Elizabeth B. Leary
Notary Public
My Commission Expires: June 5, 2003

SCHEDULE A

TRADEMARKS, TRADE NAMES AND BRAND NAMES

1. MIST Trademark No. 2,075,105
2. MIST Logo Trademark No. 2,076,953.