

RECORD



101414137

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS

all documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Sherwood Services AG

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - Swiss
- Other:

6/26/00

Additional name(s) of conveying party(ies) attached?

- Yes
- No

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

Name: Hudson Respiratory Care Inc.

Internal Address:

Street Address: 27711 Diaz Road, P.O. Box 9020

City: Temecula State: CA ZIP: 92589-9020

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: California
- 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) and address(es) attached?

- Yes
- No

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) April 19, 2000

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

a. Trademark Application No(s):

b. Trademark Registration No(s):
1,357,872; 1,537,328; and 1,056,922

Additional numbers attached? Yes No

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

Name: AnneMarie Kaiser
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.: HUDSON.239T/.240T/.243T

7. Total fee (37 CFR 3.41): \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 3

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.

AnneMarie Kaiser
Name of Person Signing

Signature

June 23, 2000
Date

Total number of pages including cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to the attention of: ANNEMARIE KAISER

07/24/2000 ASCOTT 00000173 1357872

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Sherwood Services AG, a Swiss 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 Hudson Respiratory Care Inc., a California 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.

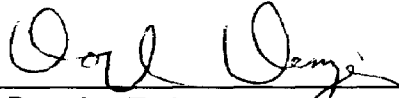
ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

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 SERVICES AG

By:

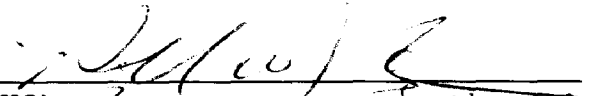


Name: Douglas E. Denninger
Title: Chief Executive Officer

Date: April 19, 2000

ASSIGNEE: HUDSON RESPIRATORY CARE INC.

By:



Name: Richard J. Schaefer
Title: Pres. & CEO

Date: 6/14/00

SCHEDULE A TO TRADEMARK ASSIGNMENT

SCHEDULE A

Federal Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
RESPIRADYNE	1,357,872	September 3, 1985	10
AIR-EZE	1,537,328	May 2, 1989	10
VOLDYNE	1,056,922	January 25, 1977	10