

07-27-2000

ET

Docket No.:

19429/34



101414847

-Y
6.30.00

Tab settings

To the Honorable Commissioner of Pa

attached original documents or copy thereof.

1. Name of conveying party(ies):

Inbrand Corporation

- Individual(s)
- General Partnership
- Corporation-State **Georgia**
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Contribution and Assignment Agreement**
- Merger
- Change of Name

Execution Date: **September 30, 1997**

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

Name: **Tyco International (US) Inc.**

Internal Address: **One Tyco Park**

Street Address:

City: **Exeter** State: **NH** ZIP: **03833**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Massachusetts**
- Other

If assignee is not domiciled in the United States, a domestic designation is 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 Schedule **A (attached)**

B. Trademark Registration No.(s)

See Schedule **B (attached)**

74650555

Additional numbers Yes No

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

Name: **Mark S. Leonardo, Esq.**

Internal Address: **Box IP, 18th Floor**

Brown, Rudnick, Freed & Gesmer, PC

Street Address: **One Financial Center**

City: **Boston** State: **MA** ZIP: **02111**

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

24

7. Total fee (37 CFR 3.41):.....\$ **\$615.00**

- Enclosed
- Overpayment or underpayment is Authorized to be charged to deposit account

8. Deposit account number:

50-0369

DO NOT USE THIS SPACE

07/26/2000 MTHAI1 00000159 74650555

01 FC:481 40.00 00
02 FC:482 575.00 00

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.

Mark S. Leonardo (41,433)

Name of Person Signing

Signature

June 26, 2000

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 002111 FRAME: 0695

Schedule A - Trademark Application Nos.

	Trademark	Application Number	Filing Date
1.	SLIP ON	74/650555	03/23/1995
2.	SUREGRIP	75/340707	08/13/1997

Schedule B - Trademark Registration Nos.

	Trademark	Registration Number
1.	ABLES	1441744
2.	ASSURANCE	2055647
3.	EVERDRI	1627936
4.	FRESH 'N DRY	1734304
5.	HANDICARE	1440418
6.	INBRAND	1912082
7.	INBRAND and Design	1936443
8.	MAXI CARE	1363157
9.	MAXI CARE	1653587
10.	MAXIFLO	1994003
11.	MEDI-LOFT	1302474
12.	MEDI-WIPES (Stylized)	1323142
13.	MEDICAL DISPOSABLES	982377
14.	MEDICAL DISPOSABLES and Design	1857595
15.	POLY-FRESH	1295935
16.	POLYCARE	1360378
17.	PRESENCE	1880223
18.	PRIMETIME	1555639
19.	SIMPLICITY	1808321
20.	STA-PUT	1738984
21.	SURE & THIN	1831052
22.	SURE CARE and Design	1411197

GENERAL DEED OF CONTRIBUTION, ASSIGNMENT AND ASSUMPTION

KNOW ALL MEN BY THESE PRESENTS, That INBRAND Corporation, a Georgia corporation ("Transferor"), for good and valuable consideration, does hereby grant, assign, transfer, and convey unto Tyco International (US) Inc., a Massachusetts corporation and a wholly owned subsidiary of Transferor ("Transferee"), as a contribution to capital, all of Transferor's right, title and interest in and to 100% of the assets of Transferor, exclusive of the shares of Transferee (collectively, the "Assets"), and Transferee does hereby assume 100% of the liabilities of Transferor, existing (whether contingent or fixed) on September 30, 1997 (collectively, the "Liabilities").

TO HAVE AND TO HOLD THE SAME, unto Transferee and its successors and assigns forever. And Transferor for itself, and its successors and assigns, does hereby covenant and agree to and with Transferee and its successors and assigns, that Transferor is the lawful owner of the Assets and has good right to transfer the same as aforesaid; that the same are free from any liens or encumbrances, and that good title to the same hereby is vested by Transferor in Transferee. And Transferee for itself, and its successors and assigns does hereby covenant and agree to and with Transferor and its successors and assigns, that Transferee hereby agrees to pay, honor, and discharge when due and payable and otherwise to perform the Liabilities. And Transferor hereby agrees upon reasonable request to execute and deliver such further separate assignments and assumption agreements or other instruments of conveyance or transfer and assumption as may become necessary or desirable in order to fully effect or confirm the contribution and assignment of the Assets and the assumption of Liabilities under this General Deed of Contribution, Assignment and Assumption.

IN WITNESS WHEREOF, Transferor and Transferee have duly executed this General Deed of Contribution, Assignment and Assumption by their duly authorized representatives on the 30th day of September, 1997.

INBRAND CORPORATION

By: John J. Guarnieri
John J. Guarnieri
Title: Vice President

TYCO INTERNATIONAL (US) INC.

By: John J. Guarnieri
John J. Guarnieri
Title: Vice President-Corporate Controller