

08-11-2000



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

1585468

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/10/2000 MTHAI1 00000210 1585468

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

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002118 FRAME: 0949

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Richard H. Doss

Name of Person Signing



Signature

6/9/2000

Date Signed

TRADEMARKS ASSIGNMENT

WHEREAS, Maxxim Medical, Inc., a Delaware corporation, having its principal place of business at 10300 49th Street North, in the city of Clearwater, state of Florida (hereinafter referred to as "ASSIGNOR"), has adopted, used and is using the following trademarks, which are registered as follows:

1. SHAMROCK - Registration No 1,621,041, dated November 6, 1990
 2. SAF-T-CLIK - Registration No 1,585,468, dated March 6, 1990
 3. SAF-T-HOLDER - Registration No 1,836,113, dated May 10, 1994
- (hereinafter referred to as "SAID REGISTERED TRADEMARKS"); and

WHEREAS, MPS Capital, Inc., a California Corporation, having its principal place of business at 499 Nibus, in the city of Brea, state of California, (hereinafter together with its successors and assigns referred to as "ASSIGNEE") desires to obtain SAID REGISTERED TRADEMARKS and the goodwill of the business symbolized thereby, and with which the mark is associated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to the ASSIGNEE, all right, title and interest in, to and of SAID REGISTERED TRADEMARKS and the goodwill of the business symbolized thereby, and with which the mark is associated.

ASSIGNOR hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all SAID REGISTERED TRADEMARKS to the ASSIGNEE as owner of all right, title and interest in, to and of said trademarks, or otherwise as the ASSIGNEE may direct, in accordance with the terms of this Assignment.

ASSIGNOR hereby represents and warrants that ASSIGNOR has the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that ASSIGNOR will not execute any

instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

ASSIGNOR hereby covenants and agrees that ASSIGNOR will, upon request of the ASSIGNEE, communicate to the ASSIGNEE any facts known to ASSIGNOR relating to SAID REGISTERED TRADEMARKS and the goodwill of the business symbolized thereby, and with which the mark is associated, and the history thereof, and at ASSIGNEE's sole cost and expense testify in any legal proceeding, execute all lawful papers, and generally do all further acts which may be deemed necessary by the ASSIGNEE to obtain and enforce proper trademark protection for SAID REGISTERED TRADEMARKS and the goodwill of the business symbolized thereby, and with which the mark is associated in all countries.

IN TESTIMONY WHEREOF, I have executed this document on the date indicated below.

Date: 5/23/00

Maxxim Medical, Inc., a Delaware Corporation

(By) Ullan

(Name) Dave Lamont

(Title) Executive Vice President

STATE OF FLORIDA)

COUNTY OF Pinellas)

On 4-25-00 before me, Iris French, personally appeared, Dave Lamont personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. Iris French
SIGNATURE

