

11-03-2000



101504108

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 10-19-00

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**

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

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/AKATA

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

11/02/2000 AAHMED1 00000137 75684293

01 FC:480 40.00 DP
02 FC:480 375.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002166 FRAME: 0449

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)		
<input type="text" value="75684293"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="994002"/>	<input type="text" value="1807289"/>	<input type="text" value="1744391"/>
<input type="text" value="75309724"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1154779"/>	<input type="text" value="1405671"/>	<input type="text" value="1851394"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1325587"/>	<input type="text" value="1748318"/>	<input type="text" value="1819443"/>

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.

Seth Traxler

October 19, 2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

Corporation Association

Other

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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1322002	<input type="text"/>	<input type="text"/>
2114471	<input type="text"/>	<input type="text"/>
1987524	<input type="text"/>	<input type="text"/>
2010791	<input type="text"/>	<input type="text"/>
1648771	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 31, 2000 ("Effective Date") by and between Edwards Lifesciences Corporation, a Delaware corporation, with its principal office at One Edwards Way, Irvine, California 92614, USA ("Assignor"), and Jostra Bentley Corporation, a Delaware Corporation, with its principal office at 17511 Armstrong Avenue, Irvine, California 92614, USA ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Amended and Restated Asset Purchase Agreement dated as of August 30, 2000 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for trademark registration set forth on Schedule A attached hereto, the Australian trademark registrations and applications for trademark registration set forth on Schedule B attached hereto, the Benelux trademark registrations and applications for trademark registration set forth on Schedule C attached hereto, the Canadian trademark registrations and applications for trademark registration set forth on Schedule D attached hereto, the Community trademark registrations and applications for trademark registration set forth on Schedule E attached hereto, the French trademark registrations and applications for trademark registration set forth on Schedule F attached hereto, the German trademark registrations and applications for trademark registration set forth on Schedule G attached hereto, the Italian trademark registrations and applications for trademark registration set forth on Schedule H attached hereto, the Japanese trademark registrations and applications for trademark registration set forth on Schedule I attached hereto, the South African trademark registrations and applications for trademark registration set forth on Schedule J attached hereto, and the United Kingdom trademark registrations and applications for trademark registration set forth on Schedule K attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense subject to Section 7(h) of the Agreement concerning title to Intellectual Property, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

TRADEMARK NUMBER	REGISTRATION DATE	MARK
994002	September 12, 1974	BENTLEY
1,154,779	May 19, 1981	BENTLEY
1,325,587	March 19, 1985	BOSPAC
1,807,289	November 30, 1993	BYPASS
1,405,671	September 19, 1986	CATR
1,748,318	January 26, 1993	CELL-3000
1,744,391	January 5, 1993	CUSTOM PAC
1,851,394	August 30, 1994	GOLD
1,819,443	February 1, 1994	HSR
1,322,002	February 26, 1985	OXYHI
2,114,471	November 18, 1997	READY SYSTEM
1,987,524	July 16, 1996	SPIRAL GOLD
2,010,791	October 22, 1996	SPIRALOXY
1,648,771	June 25, 1991	TAPERFLEX

U.S. TRADEMARK APPLICATIONS

TRADEMARK NUMBER	FILING DATE	MARK
75/684,293	April 16, 1999	METAPLUS
75/309,724	January 16, 1997	PQCR SYSTEM

SCHEDULE B

AUSTRALIAN REGISTERED TRADEMARKS

TRADEMARK NUMBER	REGISTRATION DATE	MARK
A421,131	January 22, 1985	BOSPAC
B421,132	January 22, 1985	CUSTOMPAC

AUSTRALIAN PENDING TRADEMARKS

TRADEMARK NUMBER	FILING DATE	MARK
NONE		

SCHEDULE C

BENELUX REGISTERED TRADEMARKS

TRADEMARK NUMBER	REGISTRATION DATE	MARK
381,932	October 15, 1982	BENLTEY
406,092	January 10, 1985	BOSPAC
406,587	January 10, 1985	BYPASS
406,588	January 10, 1985	CUSTOMPAC

BENELUX PENDING TRADEMARKS

TRADEMARK NUMBER	FILING DATE	MARK
NONE		

SCHEDULE D

CANADIAN REGISTERED TRADEMARKS

TRADEMARK NUMBER	REGISTRATION DATE	MARK
222,566	August 19, 1992	BENLTEY
A309,884	December 27, 1985	BOSPAC
309,282	December 13, 1985	CUSTOMPAC

CANADIAN PENDING TRADEMARKS

TRADEMARK NUMBER	FILING DATE	MARK
NONE		

SCHEDULE E

CTM REGISTERED TRADEMARKS

TRADEMARK NUMBER	REGISTRATION DATE	MARK
71548	February 5, 1998	BENLTEY
101,865	October 19, 1998	BOSPAC
70912	March 26, 1998	CUSTOMPAC
72850	December 10, 1997	SPIRALGOLD

CTM PENDING TRADEMARKS

TRADEMARK NUMBER	FILING DATE	MARK
1,155,340	April 28, 1999	GOLD

SCHEDULE F

FRENCH REGISTERED TRADEMARKS

TRADEMARK NUMBER	REGISTRATION DATE	MARK
1652514	March 27, 1991	BENLTEY
1,299,146	February 13, 1985	BOSPAC
1,613,602	February 13, 1985	BYPASS
1,299,147	February 13, 1985	CUSTOMPAC

FRENCH PENDING TRADEMARKS

TRADEMARK NUMBER	FILING DATE	MARK
NONE		

SCHEDULE G

GERMAN REGISTERED TRADEMARKS

TRADEMARK NUMBER	REGISTRATION DATE	MARK
897,215	September 7, 1972	BENLTEY
1,067,014	August 16, 1984	BOS-10
1,097,287	October 3, 1986	BOSPAC
39,631,274	October 14, 1996	HIFLOW

GERMAN PENDING TRADEMARKS

TRADEMARK NUMBER	FILING DATE	MARK
NONE		

SCHEDULE H

ITALIAN REGISTERED TRADEMARKS

TRADEMARK NUMBER	REGISTRATION DATE	MARK
687590	September 20, 1996	BENLTEY
457,359	November 24, 1986	BOS-10

ITALIAN PENDING TRADEMARKS

TRADEMARK NUMBER	FILING DATE	MARK
NONE		

H-1

SCHEDULE I

JAPANESE REGISTERED TRADEMARKS

TRADEMARK NUMBER	REGISTRATION DATE	MARK
1,447,666	December 25, 1980	BENLTEY
2,483,581	December 25, 1992	BENTLEY (KATAKANA)
2,075,477	August 29, 1988	BOSPAC
2,113,675	February 21, 1989	CUSTOMPAC

JAPANESE PENDING TRADEMARKS

TRADEMARK NUMBER	FILING DATE	MARK
11-80014	September 2, 1999	METAPLUS

SCHEDULE J

SOUTH AFRICAN REGISTERED TRADEMARKS

TRADEMARK NUMBER	REGISTRATION DATE	MARK
85/0183	January 9, 1985	BOSPAC
B85/0182	January 9, 1985	BYPASS
85/0184	January 9, 1985	CUSTOMPAC

SOUTH AFRICAN PENDING TRADEMARKS

TRADEMARK NUMBER	FILING DATE	MARK
NONE		