

11-13-2000



101513548

10-31-00

**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

Merger

Effective Date
Month Day Year
05 12 99

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name DU PONT PHARMACEUTICALS COMPANY

Execution Date
Month Day Year
05 12 99

Formerly _____

933906

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name B. Braun Medical Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 824 Twelfth Avenue

Address (line 2) _____

Address (line 3) Bethlehem

PA U.S.A.

18018

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other _____

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.)

Citizenship/State of Incorporation/Organization Pennsylvania

FOR OFFICE USE ONLY

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

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

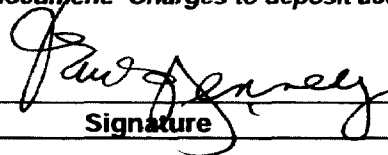
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

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.

Paul J. Kennedy
Name of Person Signing



Signature

November 1, 2000
Date Signed

ASSIGNMENT OF UNITED STATES TRADEMARKS

THIS ASSIGNMENT AGREEMENT is made as of the 12th day of May, 1999, between **DU PONT PHARMACEUTICALS COMPANY** ("Assignor"), a Delaware general partnership, with offices at 974 Centre Road, Wilmington, Delaware 19805 and **B. BRAUN MEDICAL INC.**, a Pennsylvania corporation with offices at 824 Twelfth Avenue, Bethlehem, Pennsylvania 18018 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of the trademarks listed on Exhibit A attached hereto and made a part hereof (hereinafter "Trademarks");

WHEREAS, Assignor desires to assign the Assignee all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith; and

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present or future infringements thereof. Assignor agrees to execute all further necessary documents to effectuate assignment of the Trademarks.

2. Acceptance of Assignment. Assignee hereby accepts the foregoing assignment.

3. Miscellaneous.

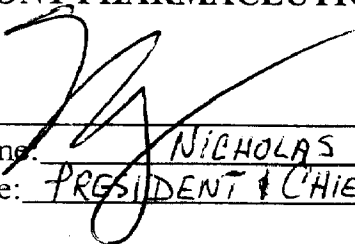
a. Controlling Law. This Assignment Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of New York.

b. Binding Nature of Agreement. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

c. Counterparts. This Assignment Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the date first written above.

DU PONT PHARMACEUTICALS COMPANY

By:  _____

Name: NICHOLAS L. TETI
Title: PRESIDENT & CHIEF EXECUTIVE

GTB

nkum

B. BRAUN MEDICAL INC.

By:  _____

Name: Charles A. DiNardo
Title: Senior Vice President - Legal and
General Counsel

EXHIBIT A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HESPAN	933,806	May 16, 1972
PENTASPAN	1,470,371	December 29, 1987

**RE: Recordation of Assignment of U.S. Trademarks
 DuPont Pharmaceuticals Company to B. Braun Medical Inc.**

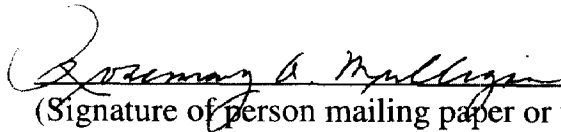
“EXPRESS MAIL” MAILING LABEL NUMBER: EL552967827US

DATE OF DEPOSIT: November 1, 2000

I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE “EXPRESS MAIL POST OFFICE TO ADDRESSEE” SERVICE UNDER 37 CFR 1.10 ON THE DATE INDICATED ABOVE AND IS ADDRESSED TO COMMISSIONER OF PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, DC 20231.

Rosemary A. Mulligan

(Typed or printed name of person mailing paper or fee)



(Signature of person mailing paper or fee)