

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name TYCO Healthcare Group LP

Execution Date
Month Day Year
12 01 2000

Formerly _____

- 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 Beiersdorf AG

DBA/AKA/TA _____

Composed of _____

Address (line 1) Ulnastr 48

Address (line 2) _____

Address (line 3) Hamburg Germany 20245
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 Germany

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 comment 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 Practices. 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

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REEL: 2194 FRAME: 0317

FORM PTO-1618B
Expires 06/30/00
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Alston & Bird LLP (NY), formerly Walter, Conston, Alexander & Green

Address (line 1) 90 Park Avenue

Address (line 2) New York, New York 10016

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 212-210-9475

Name Thilo C. Agthe

Address (line 1) Alston & Bird LLP (NY), formerly Walter, Conston, Alexander & Green

Address (line 2) 90 Park Avenue

Address (line 3) New York, New York 10016-1387

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

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)

2265692		
2265691		
2265690		

Number of Properties

Enter the total number of properties involved. # 3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 90.00

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: # 230380

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.

Thilo C. Agthe
Name of Person Signing


Signature

2/15/2001
Date Signed

DEED OF TRANSFER
(U.S. CURAD TRADEMARK RIGHTS AND CURA TRADEMARKS)

This Deed of Transfer of Trademark Rights and Cura Trademarks (the "Deed"), dated 1 December 2000, is by and between Tyco Healthcare Group LP, a Delaware limited partnership and successor in interest to The Kendall Company, a Delaware corporation ("Assignor") and Beiersdorf Aktiengesellschaft, a German stock corporation ("Assignee").

RECITALS

A. Assignor owns:

(i) the following that are used in the United States of America in connection with or to protect the Curad Business (as such term is defined in the Agreement, as hereinafter defined) by Assignor or any of its subsidiaries or affiliates (collectively, the "Trademark Rights"):

(A)(a) those registered and common law trademarks set forth on Exhibit A hereto for all product and service classifications, and all pending applications for registration thereof, (b) all other similar trademarks (including, without limitation, "Curaid" and "Curitas," but not including all variations beginning with the prefix "Cura-," it being however understood that such similar trademarks do not include "Curity" and other "Curi-" prefixed trademarks other than "Curitas"), and (c) all subsequent registrations or uses of any of the foregoing in regard to any class of goods or services which Assignee has utilized or Assignor has permitted Assignee to utilize in the United States (collectively, the "Trademarks");

(B) all registrations of the Trademarks, by, or with any governmental authority within the United States;

(C) any right to use the name "Curad" and all variations thereof;

(D) the attendant good will; and

(E) the general packaging design previously or currently utilized by Assignor with those products or services marketed, distributed, and sold anywhere in the United States utilizing any of the Trademarks and the green and white coloring associated therewith; and

(ii) (A) all trademarks with the prefix "Cura-" owned or used by Assignor, including those listed on Exhibit B attached hereto, and (B) all registrations and applications for registration in the United States in regard thereto, including those listed on Exhibit B; and (C) the attendant good will (collectively, the "Cura Trademarks").

B. Pursuant to the Curad Trademark License and Purchase Option Agreement, dated 31 December 1995, by and between Assignor and Assignee (the "Agreement"), Assignor wishes to sell, transfer, assign and convey to Assignee, and Assignee wishes to acquire, all of Assignor's Trademark Rights and Cura Trademarks.

NOW THEREFORE, for the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby finally and irrevocably grants, conveys and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademark Rights and the Cura Trademarks, free and clear of all liens, charges and encumbrances of any kind (other than restrictions set forth in any license of any portion of the licensed trademarks set forth on Exhibit C hereto), together with (i) any renewals thereof; (ii) all income, royalties, damages and payments now and later due and payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements (subject to apportionment in the case of Cura Trademarks which are sublicensed or licensed by Assignee to Assignor as set out in Section 7.1(a)(iii) of the Agreement); (iii) the right to sue for past, present, and future infringements thereof; and (iv) all rights to such Trademark Rights and Cura Trademarks throughout the United States of America, its territories and possessions.

The parties hereto acknowledge and agree that their mutual intent is to effect the transfer from Assignor to Assignee of all Trademark Rights and the Cura Trademarks, and Assignor covenants and agrees, at its own cost and expense, to take any additional action, even after the execution and delivery hereof, necessary or appropriate in order to carry out the aforementioned mutual intent of the parties, including without limitation, executing and delivering any additional instruments and documents of license, transfer or assignment or registration in regard to any such trademark rights which have been mistakenly omitted from the Exhibit A. The parties in any event acknowledge and agree that their mutual intent is to transfer from Assignor to Assignee Assignor's right to use the Trademark Rights and the Cura Trademarks in regard to products and services of all classes, including products and services in classes not yet utilized by Assignor, and Assignor covenants and agrees not to utilize or register any trademarks or trade names that are confusingly similar to the Trademarks, including with the prefix "Cura-." Except as set forth in Section 7.5(c) of the Agreement, nothing in this paragraph shall be construed to require Assignor to obtain any additional registrations of any of the Trademark Rights or Cura Trademarks in any additional class or trade in any jurisdiction in the United States of America, or to amend any agreement previously reached with a third party in regard to the scope of use of any of the Trademark Rights or Cura Trademarks.

Nothing in this Deed shall be deemed to modify, amend or alter any of the representations, warranties and covenants contained in the Agreement, all of which survive the execution and delivery of this Deed.

This Deed shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

Exhibit A

Curad Registered and Common Law Trademarks

Registered Marks:

Mark	Status	Ser. No.	Reg. No.
CURAD	Registered	75404969	2265692
ADVANCED CURAD	Registered	75404968	2265691
CURAD	Registered	75404967	2265690
CURAD FOR KIDS	Registered	75000322	2008190
CURAD NEON STRIPS	Registered	74409955	1874495
CURAD SENSITIVE SKIN	Registered	74327612	1910694
CURAD NEON STRIPS	Registered	74207366	1773371
DINOSAURS	Registered	74540867	1923075
CURAD KID SIZE	Registered	74022282	1709129
CURAD	Registered	71661641	0596032
CURAD	Registered	71661640	0598634
CURAD	Registered	71592429	0538723
CLASSIC	Registered	74704687	2192490
SANTA STRIPS	Registered	74264324	1837540
CURITAS	Registered	74699374	1978438

Common Law Marks:

Mark	Status	Ser. No.	Reg. No.
ACTI-FLEX	Common Law	n/a	n/a
MICRODOT	Common Law	n/a	n/a
QUALITY HEALTHCARE PRODUCTS	Common Law	n/a	n/a
ULTRALITE	Common Law	n/a	n/a

Puerto Rico

Mark	Status	Ser. No.	Reg. No.
CURAD	Registered		42376

Abandoned Marks - U.S.:

Mark	Status	Ser. No.	Reg. No.
BOO BOO CLINIC	Abandoned	75/452020	
CARRIE CURAD BOO BOO CLINIC	Abandoned	75/452022	
CARRIE CURAD (IU)	Abandoned	74/353589	
CARRIE CURAD (IU)	Abandoned	74/353590	
CARRIE CURAD (IU) (DES)	Abandoned	74/353587	
CARRIE CURAD (IU) (DES)	Abandoned	74/353588	
COOLCARE (IU)	Abandoned	74/707694	
ITCHLESS (IU)	Abandoned	74/707693	

Abandoned Marks - Puerto Rico:

Mark	Status	Ser. No.	Reg. No.
CURAD	Registered		22666

Exhibit B
Trademarks with Prefix "Cura-" Owned or Used by Assignor

Mark	Status	Ser. No.	Reg. No.
CURAFIL	Registered	74383282	1906275
CURAFOAM	Registered	74384436	1985953
CURAGEL	Registered	74383077	1906274
CURASALT	Registered	74411446	1909126
CURASILK	Registered	73470273	1320332
CURASORB	Registered	74374740	1851867

Abandoned Marks:

Mark	Status	Ser. No.	Reg. No.
CURABAN	Abandoned	74595493	
CURACEL	Abandoned	74501378	
CURADERM	Abandoned pursuant to lawsuit	74383083	1933565
CURAFIX	Abandoned	74520481	
CURAKLENSE	Abandoned pursuant to lawsuit	74510001	1965949
CURANET	Abandoned	74654539	
CURASKIN	Abandoned	74538744	
CURASORB	Registration Cancelled	74374740	1437670
CURASTRETCH	Abandoned	74621162	

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WCAG/A&B LLP (NY) ---

TEL: 212 210 9444

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05-01 10:50am From-Pavia & Harcourt

+2120803185

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Exhibit C
Curad Licensed Trademarks

See Schedules 5.5A, 5.6 and 5.7B of the Curad Trademark License and Purchase Option Agreement.