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TRADEMARK  
4018-0109T

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: UNITED STATES SURGICAL CORPORATION

Registration No.: 1,083,880

Registration Date: January 31, 1978



Mark: TRU-FLO

12-18-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #57

Class: Int'l. Cl. 10

RECORDING OF NUNC PRO TUNC ASSIGNMENT

Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

December 18, 2000

Sir:

Please record the attached original Nunc Pro Tunc Assignment:

1. Name of Conveying Party(ies):

**CHARTERMED, INC.**

\_\_\_\_\_ Individuals \_\_\_\_\_ Association  
\_\_\_\_\_ General Partnership \_\_\_\_\_ Limited Partnership  
 Corporation - Delaware  
\_\_\_\_\_ Other \_\_\_\_\_

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

**CHARTER MEDICAL, LTD.**  
3948-A West Point Boulevard  
Winston-Salem, North Carolina 27103

\_\_\_\_\_ Individuals \_\_\_\_\_ Association  
\_\_\_\_\_ General Partnership \_\_\_\_\_ Limited Partnership  
 Corporation - Delaware  
\_\_\_\_\_ Other \_\_\_\_\_

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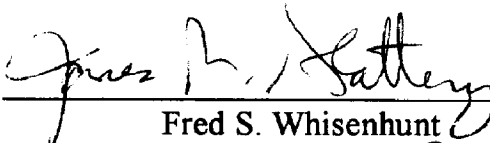
TRADEMARK  
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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

By   
Fred S. Whisenhunt  
Reg. No. 24,378 *Reg # 108380*  
P.O. Box 747  
Falls Church, VA 22040-0747  
(703) 250-8000

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS, AND DOCUMENT: 11

# NUNC PRO TUNC ASSIGNMENT

WHEREAS, DELMED INC., a corporation of Massachusetts, whose address was 120 Albany Street, New Brunswick, New Jersey, was owner by assignment of U.S. Trademark Registration Number 1,083,880, for the mark TRU-FLO, registered on January 31, 1978, as shown by the Assignment records of the United States Patent and Trademark Office;

WHEREAS, CHARTERMED, INC. a corporation of New Jersey, whose address was 272 Highway 537, Colts Neck, New Jersey purchased assets of DELMED, INC., including the said mark and registration thereof, as shown by the attached document dated June 15, 1988 and entitled ASSET PURCHASE AGREEMENT BETWEEN DELMED, INC., SELLER and CHARTERMED, INC. PURCHASER;

WHEREAS, CHARTERMED, INC. sold assets to CHARTER MEDICAL, LTD., a corporation of Delaware, whose address is 3948-A West Point Boulevard, Winston-Salem, North Carolina 27103, including the said mark and registration thereof; and

WHEREAS, CHARTERMED, INC., at the date of the sale of those assets assigned to CHARTER MEDICAL, LTD., its entire and exclusive rights, title and interest in and to said mark and registration thereof, together with the good will of the business associated with the said mark, but that assignment was not reduced to writing; and

WHEREAS, CHARTERMED, INC., and CHARTER MEDICAL, LTD. are desirous of, now as for then, reducing that assignment to writing;

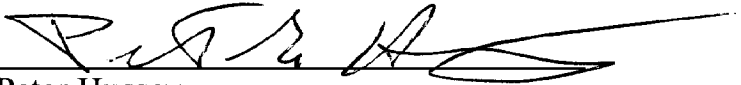
NOW, THEREFORE, now as for then, CHARTERMED, INC. confirms that for the consideration involved in the sale of assets from CHARTERMED, INC. to CHARTER MEDICAL, LTD., recited above, and other good and valuable consideration, the receipt and sufficiency of which has been, and is now again, acknowledged, CHARTERMED, INC. did, and does, sell and transfer unto CHARTER MEDICAL, LTD., it's successors, assigns and legal representatives, its said entire and exclusive rights, title and interest in and to said mark and registration thereof, together with the good will of the business associates with the mark, along with all accrued rights in said mark and registration thereof, known or unknown, including but not limited to the rights to bring suit in the name of CHARTER MEDICAL, LTD., and receive and own all damages and equitable remedies in connection with said accrued rights, including, but not limited to infringement by others.

CHARTERMED, INC., further agrees to sign and properly execute any necessary and lawful papers, and to perform any lawful acts, as may be required to carry out the intent of this Assignment, as CHARTER MEDICAL, LTD., may hereafter require and prepare at its expense.

WITNESSED my hand and seal on the date shown below

CHARTERMED., INC.

BY:

  
Peter Hussey  
President

Date 11/16/2000, 2000

**ASSET PURCHASE AGREEMENT**

**BETWEEN**

**DELMED, INC., Seller**

**and**

**CHARTERMED, INC., Purchaser**

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THIS AGREEMENT, made as of this <sup>15<sup>th</sup></sup> ~~20<sup>th</sup>~~ day of ~~May~~ <sup>June</sup> 1988 (the "Agreement"), by and between DELMED, INC., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having an office at 120 Albany Street, New Brunswick, New Jersey (the "Seller") and CHARTERMED, INC., a corporation organized and existing under the laws of the State of New Jersey, having its principal office at 272 Highway 537, Colts Neck, New Jersey (the "Purchaser");

W I T N E S S E T H:

WHEREAS, the Seller is engaged in the design, manufacture and sale of medical products, one portion of its business being the design, manufacture and sale of Blood, I.V. and Tru-Flo Product Lines as described in Schedule A attached hereto and made a part hereof (the "Plasma Product Lines"); and

WHEREAS, the Purchaser desires to purchase from the Seller, and the Seller desires to sell to the Purchaser the Plasma Product Lines, including all machinery, equipment, molds, copyrights and patents utilized in connection therewith, all as more particularly described in Schedule B attached hereto and made a part hereof (the "Assets"), and the Purchaser desires to purchase from the Seller certain inventory of the Plasma Product Lines already manufactured, as more specifically identified on Schedule C attached hereto (the "Inventory") and the Purchaser desires to purchase from the

Section 6.12. Further Assurances. The parties hereto agree to execute and deliver any and all documents in addition to those expressly provided for in this Agreement that may be necessary or appropriate to effectuate the terms and provisions of this Agreement.

Section 6.13. No Partnership, etc.. The provisions of this Agreement shall not be construed as creating a partnership or joint venture between the Seller and the Purchaser. The Seller shall have no obligations or liabilities arising out of the business activities of the Purchaser except to the extent specifically provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

DELMED, INC.

Attest:

Walter S. Mack

By:

Joseph D. Susano, V.P. Finance  
CHARTERMED, INC.

Attest:

Walter S. Mack

By:

Peter G. Bussey, President

**SCHEDULE B**

**ASSETS TO BE SOLD  
BY THE SELLER TO THE PURCHASER**

1. The Machinery and Equipment listed on Schedule B-1 attached hereto and made a part hereof.

2. The molds, trademarks, copyrights, patents and licenses listed on Schedule B-2 attached hereto and made a part hereof.



SCHEDULE B-2

HOLDS

Blood Set Components

80-751-02, Y Connector

80-751-03, Connector, Manifold (Single Inlet)

80-751-04, Tear Cap, Manifold Design

80-751-06, Protector, Needle 15GA (same mold with inserts)

80-751-07, Protector, Needle 16GA " " " "

80-751-08, Tear Cap, Whole Blood

80-751-16, Tear Cap, (DPL-110)

80-751-09, Spike Port

80-751-15, Spike Port (DPL-110) (same mold)

80-751-11, Protector, Needle (in-line) 15GA

80-751-13, Hub, Needle 16GA (same mold)

80-751-14, Hub, Needle 15GA

Port and Bag Dies from the In Line and Conversion Machine

SCHEDULE B-2 (CONTINUED)

Trademarks

I-Cath®

Advance Set®

A-Cath®

Iru-flo®

SCHEDULE D

FIXED UNITS

PRODUCT DESCRIPTION                      QUANTITY                      PRICE (EACHES)

I-CATH

016140	40,000	\$ 1.38
016141	18,000	1.49
016142	16,000	2.13
016143	9,000	2.72
016170	25,000	1.31
016171	25,000	1.50
016172	5,000	2.10
016190	9,000	1.51
016191	3,000	1.57
TOTAL	<u>150,000</u>	

INJECTION SITES

200000	360,000	.22
200100	140,000	.23
TOTAL	<u>500,000</u>	

TRU-FLO

405	2,000	
406	18,000	
407	30,000	
TOTAL	<u>50,000</u>	

~~3.00~~ 3.25  
~~5.00~~ 3.25  
~~3.00~~ 3.25  
Put  
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FREEZE BAGS

2030-2	10,000	1.57
9000-2	14,000	3.05
4403-2	3,000	7.17
3050-2	2,000	1.57
TOTAL	<u>29,000</u>	