

RECORDED



101659393

TO THE ASSISTANT COMMISSIONER OF PATENTS AND

TRADEMARK REEL: 002268 FRAME: 0154

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Tyco Healthcare Group LP

(X) Limited Partnership - Delaware
() Other:

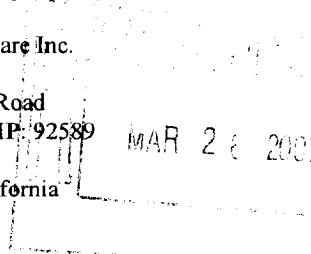
Additional name(s) of conveying party(ies) attached?
(X) Yes () No

3-26-01

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

Name: Hudson Respiratory Care Inc.
Internal Address:
Street Address: 27711 Diaz Road
City: Temecula State: CA ZIP: 92589

(X) Corporation - State: California
() Other:



If assignee is not domiciled in the United States, a domestic representative designation is attached: () Yes (X) No

(Designations must be a separate document from Assignment)
Additional name(s) and address(es) attached?
() Yes (X) No

3. Nature of conveyance:

(X) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) October 28, 2000

4. Application number or registration numbers:

a. Trademark Application No: 76/092,726
b. Trademark Registration Nos: 1,560,698; 1,559,680; 1,581,320; 1,582,418; 1,559,682; 1,558,905; 1,555,649; 1,573,138; 1,576,250; 1,654,827; 2,118,368; 1,559,688; and 1,565,739

Additional numbers attached? () Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: AnneMarie Kaiser
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket Nos.: HUDSON.267T/.268T/.269T/.270T/.271T/.272T/.273T/.274T/.275T/.276T/.277T/.278T/.279T/.280T

7. Total fee (37 CFR 3.41): \$365.00

(X) Enclosed

365E

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 14

9. 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.

AnneMarie Kaiser
Name of Person Signing

Signature: [Handwritten Signature]

Date: March 22, 2001

Total number of pages including cover sheet, attachments and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

04/10/2001 DBYRNE 00000117 76092726 40.00 OP 325.00 OP 01 FC+481 02 FC+482

ASSIGNMENT OF INTELLECTUAL PROPERTY

This assignment (the "Assignment") is made as of the 28th day of October, 2000, by and between Tyco Healthcare Group LP, a Delaware limited partnership, having a place of business at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Assignor"), and Hudson Respiratory Care Inc., a California corporation, having a place of business 27711 Diaz Road, Temecula, California 92589 ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor has been engaged in the business of the design, manufacture, distribution and sale of a product line of endotracheal tubes and related accessories marketed under the Sheridan trademark (collectively, the "Business");

WHEREAS, Assignee is purchasing certain assets of the Business contemporaneously herewith pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of September 18, 2000, as amended, by and between Assignee and Assignor;

WHEREAS, Assignor has developed, conceived, acquired or otherwise owns certain intellectual property ("Intellectual Property") which includes:

(i) all domestic and foreign patents and patent applications (including, without limitation, all continuations, continuations-in-part, divisions, reissues, substitutions, renewals and extensions of the foregoing), which are used exclusively in or related exclusively to any Products (as defined in the Purchase Agreement) the Business, including the right to claim the benefit of any priority dates or provisional applications relating thereto under any applicable laws, for the full term for which the same may be granted, specifically including, without limitation, the patents and patent applications identified in Schedule A attached hereto; and

(ii) all domestic and foreign trademarks, service marks, logos and slogans (collectively, "Trademarks") associated with any products used exclusively in or related exclusively to any Products (as defined in the Purchase Agreement) of the Business, whether or not registered, and any applications or registrations therefor, specifically including, without limitation, the registrations and applications for registration of the Trademarks identified in Schedule B attached hereto, together with the goodwill of the Business symbolized by the Trademarks;

WHEREAS, Assignor wishes to assign such Intellectual Property to Assignee and Assignee wishes to accept the assignment of such Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and delivers unto Assignee, its successors and assigns, effective as of the date hereof, all rights, title and interest in and to the Intellectual Property, including the right to seek and obtain for Assignee's own benefit injunctive relief and recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement. Assignor agrees that, when requested, Assignor will, without charge to Assignee, sign all papers and do all acts which may be necessary, desirable or convenient for securing and maintaining the Intellectual Property in any and all countries and for vesting title thereto in Assignee, its successors and assigns, in accordance with this Assignment. Assignor covenants with Assignee, its successors and assigns, that the rights, title and interest in and to the Intellectual Property herein conveyed are free and clear of any encumbrance, that no assignment, sale or agreement has been or will be made or entered into which would conflict with this Assignment and that Assignor has the full right to convey the same as herein expressed.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be executed as set forth below.

**ASSIGNOR:
TYCO HEALTHCARE GROUP LP**

By: Richard Meelia ²⁰⁵²
Name: Richard Meelia
Title: President

**ASSIGNEE:
HUDSON RESPIRATORY CARE INC.**

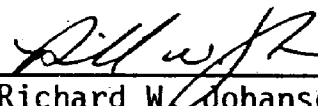
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be executed as set forth below.

ASSIGNOR:
TYCO HEALTHCARE GROUP LP

By: _____
Name: _____
Title: _____

ASSIGNEE:
HUDSON RESPIRATORY CARE INC.

By:  _____
Name: Richard W. Johansen
Title: President and CEO

SCHEDULE B

Schedule of Trademarks

Trademark	Country/Classes	Goods	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal	Status
EZ-ENDO	CA	MEDICAL APPRATUS, NAMELY ENDOTRACHEAL TUBES AND PARTS AND ACCESSORIES THEREFOR.	879051	21-May-1998				Pending
EZ-ENDO	US 10	MEDICAL APPARATUS, NAMELY ENDOTRACHEAL TUBE AND PARTS AND ACCESSORIES THEREFOR.	76092726	19-Jul-2000				Pending
FLEXI-C-PAP	US 10	MEDICAL DEVICES TO PROVIDE CONTINUOUS, POSITIVE AIRWAY PRESSURE; NAMELY, TUBING, FIXED WYE, BREATHING BAG, VALVE, AND ELBOW, FOR USE WITH AN ENDOBRONCHIAL TUBE.	75061881	23-Feb-1996	2118368	02-Dec-1997	02-Dec-2007	Registered
FLEXIBEND	US 10	TRACHEAL TUBES	73770430	19-Dec-1988	1559682	10-Oct-1989	10-Oct-2009	Registered
LAR-A-JECT	US 10	REINFORCED LARYNGECTOMY TUBE	73791355	03-Apr-1989	1573138	26-Dec-1989	26-Dec-1999	Registered
LASER-TRACH	US 10	TRACHEAL TUBES	74316680	24-Sep-1992	1821160	15-Feb-1994	15-Feb-2004	Registered
SHER-I-BRONCH	US 10	BRONCHIAL CATHETERS	73775617	23-Jan-1989	1559688	10-Oct-1989	10-Oct-2009	Registered
SHER-I-FLEX	US 10	NON-CONDUCTIVE MEDICAL TUBING	73783723	28-Feb-1989	1565738	14-Nov-1989	14-Nov-2009	Registered
SHER-I-SLIP	US 10	INTUBATING MEDICAL STYLET	73783724	28-Feb-1989	1565739	14-Nov-1989	14-Nov-2009	Registered
SHER-I-SWIV	US 10	DOUBLE SWIVEL MEDICAL CONNECTORS	73775639	23-Jan-1989	1558905	03-Oct-1989	03-Oct-2009	Registered
SHERIDAN	CL 10	ALL PRODUCTS IN CLASS 10	135179		347914	11-Oct-1989	11-Oct-1999	Registered
SHERIDAN	JP 10	TRACHEAL TUBES, MEDICAL CATHETERS, PATIENT TEMPERATURE MONITORING DEVICES, TUBE CONNECTORS, STYLETS, TRACHEAL TUBE EXCHANGERS, AND ESOPHAGEAL STETHOSCOPIES.	107781/5	25-Oct-1993	4160556	26-Jun-1998	26-Jun-2003	Registered
SHERIDAN	US 10	TRACHEAL TUBES, MEDICAL CATHETERS, AND PATIENT TEMPERATURE MONITORING DEVICES	73770429	19-Dec-1988	1581320	06-Feb-1990	06-Feb-2010	Registered

TRADEMARK

REEL: 002268 FRAME: 0159

Schedule of Trademarks

Trademark	Class	Country	Goods	App. No.	Filing Date	Reg. No.	Reg. Date	Next Renewal	Status
SHERIDAN & DESIGN	10	US	FULL LINE OF DISPOSABLE AND REUSABLE MEDICAL DEVICES FOR AIRWAY MANAGEMENT AND TEMPERATURE MONITORING	74/030017	20-Feb-1990	1654827	27-Aug-1991	27-Aug-2001	Registered
SHERIDAN/CF	10	US	TRACHEAL TUBES	73/770392	19-Dec-1988	1582418	13-Feb-1990	13-Feb-2010	Registered
SHERIDAN/HVT	10	US	TRACHEAL TUBES	73/768214	02-Dec-1988	1560698	17-Oct-1989	17-Oct-2009	Registered
SONASCOPE	10	US	ESOPHAGEAL STETHOSCOPE	73/798684	08-May-1989	1576250	09-Jan-1990	09-Jan-2010	Registered
SONATEMP	10	US	TEMPERATURE MONITORING ESOPHAGEAL STETHOSCOPES	73/775640	23-Jan-1989	1555649	12-Sep-1989	12-Sep-2009	Registered
SPIRAL-FLEX	10	US	TRACHEAL TUBES	73/768215	02-Dec-1988	1559680	10-Oct-1989	10-Oct-2009	Registered
LITA		US	TRACHEAL TUBES						Common Law
NAZ-AL		US	NASAL TRACHEAL TUBES						Common Law
PED-SOFT		US	TRACHEAL TUBES						Common Law
SHER-I-SWIV FO		US	CONNECTORS						Common Law
SHER-I-TEMP		US	TEMPERATURE SENSORS						Common Law
SHERIDAN E.T.X.		US	TRACHEAL TUBE EXCHANGERS						Common Law
SHERIDAN ETCO2		US	TRACHEAL TUBES						Common Law
SHERIDAN JETTX		US	TRACHEAL TUBE EXCHANGERS						Common Law
SHERIDAN LTS		US	TRACHEAL TUBES						Common Law
SHERIDAN PED-SOFT		US	TRACHEAL TUBES						Common Law
SHERIDAN		US	TRACHEAL TUBES						Common Law
PREFORMED									Common Law
SHERIDAN SILICONE		US	CATHETERS						Common Law
FO-LY-CATH									Common Law
SHERIDAN STAT-MED		US	ENDOTRACHEAL TUBE THAT ALLOWS DRUG DELIVERY						Common Law
SHERIDAN T.T.X.		US	TRACHEAL TUBE EXCHANGERS						Common Law
SHERIDAN UNCUFFED		US	TRACHEAL TUBES						Common Law
SOFT-TIP		US	STYLET						Common Law
SONATEMP 400/700 MONITOR		US	MONITORS						Common Law
SONATEMP UC		US	ESOPHAGEAL STETHOSCOPES						Common Law
THERM-O-TEMP		US	ESOPHAGEAL STETHOSCOPES AND CATHETERS						Common Law