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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇨ ⇨ ⇨ ▼



101716853

...d original documents or copy thereof.

1. Name of conveying party(ies):  
**C. R. BARD, INC.**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **New Jersey**
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: **LIFESTREAM INTERNATIONAL, LLC**

Internal Address: **Suite 1210**  
Street Address: **Three First National Plaza**  
City: **Chicago** State: **IL** Zip: **60670**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other **Delaware limited liability company**

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
**75754458**

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: **Jeffery S. Norman, Esq.**

Internal Address: **Kirkland & Ellis**

Street Address: **200 East Randolph Drive**

City: **Chicago** State: **IL** Zip: **60601**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:  
**220440** **40E**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

**Donna R. Gasiorowski, Senior  
Legal Assistant to Jeffery S. Norman**

Name of Person Signing

Signature *Donna R. Gasiorowski*

Date **4/24/01**

Total number of pages including cover sheet, attachments, and document: **6**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

LS-217-USA

TRADEMARK  
REEL: 002295 FRAME: 0277

05/14/2001  
01 FD:481

TRADEMARK ASSIGNMENT

THIS TRADEMARK, ASSIGNMENT (the "Assignment") is entered into as of this 9 day of July, 1999, ("Effective Date"), by and between C.R. BARD, INC., a New Jersey corporation, with its principal office at 730 Central Avenue, Murray Hill, New Jersey 07974, USA ("Assignor"), and LIFESTREAM INTERNATIONAL, LLC, a Delaware Limited Liability Company, located at Three First National Plaza, Suite 1210, Chicago, Illinois 60670, USA ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States trademark application for registration identified and set forth on Schedule A, including variations thereof, (the "Mark"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals

United States and for all foreign countries, including any renewals and extensions of the registration that are or may be secured under the laws of the United States and all foreign countries, 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 the Assignor if this Assignment and sale 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 Mark, 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 requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Mark set forth in Schedule A is free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably

required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Mark; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 20th day of July, 2000.

C.R. BARD, INC.

BY: Jean F. Miller  
Name: Jean F. Miller  
Title: Assistant Secretary

LIFESTREAM INTERNATIONAL LLC.

BY Tim Dugan  
Name: Tim Dugan  
Title: Secretary

STATE OF NEW JERSEY )  
  ) SS.  
COUNTY OF UNION )

On this 20<sup>th</sup> day of JULY, 2000, there appeared before me JEAN F. MILLER, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of C.R. BARD, INC.

Torbjorn A. Donoch  
Notary Public  
TORBJORG A. DONOCH  
Notary Public of New Jersey  
My Commission Expires May 18, 2002

STATE OF )  
  ) SS.  
COUNTY OF )

On this 20<sup>th</sup> day of July, 2000, there appeared before me TIM DUGAN, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of LIFESTREAM INTERNATIONAL, LLC.

Diana R. Bednarek  
Notary Public  
OFFICIAL SEAL  
DIANA R. BEDNAREK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11-23-2000

SCHEDULE A

Trademark Application

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
LIFESTREAM	75/754,458	July 19, 1999