

05-17-2001

TCQ7-100US



TRADEMARK ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

5-14-01

101719526

1 SHEET

TRADEMARKS ONLY

MAY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Sage Products, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - State Illinois
- Other _____

Additional name(s) of conveying party(ies) attached? YES NO

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 11/5/99

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

Name: Sherwood Services, AG
 Street Address: Schwertstrasse 9
 Street Address: CH-8201 Schaffhausen
 City: _____ Country: Switzerland ZIP: _____

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - State Swiss
- Other _____

If Assignee is not domiciled in the United States, a domestic representative designation is attached: YES NO

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? YES NO

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application Number(s) 75/692626 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: Kevin R. Casey

 Internal Address: Ratner & Prestia

 Street Address: Suite 301, One Westlakes, Berwyn,
P.O. Box 980

 City: Valley Forge State: PA ZIP: 19482-0980

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: 18-0350
(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.

Kevin R. Casey
Name of Person Signing

[Signature]
Signature

5/10/01
Date

Total number of pages including cover sheet, attachments, and document: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

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

SAGE II

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made on this 5th day of November, 1999, by and between Sage Products, Inc., an Illinois corporation ("Assignor"), and Sherwood Services AG, a Swiss corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has been engaged in the business of the research, development, design, manufacture, marketing, distribution and/or sale of sharps disposal and chemosafety product lines (the "Business");

WHEREAS, Assignee and its Affiliate are purchasing all of the assets of the Business contemporaneously herewith pursuant to an Asset Purchase Agreement dated November 5, 1999 (the "Asset Purchase Agreement") by and between Assignee and Assignor, together with certain of their Affiliates;

WHEREAS, Assignor has developed, conceived, acquired or otherwise owns certain intellectual property (hereinafter "Intellectual Property") which includes such assets as are described in Section 1 of the Asset Purchase Agreement as follows excepting therefrom items explicitly excluded by the provisions of the Asset Purchase Agreement:

- (i) Any and all U.S. and foreign registered and unregistered trademarks, trade names, trade dress, service marks, logos, slogans, copyrights, and applications therefor, owned by, or registered in the name of the Assignor (including all licenses with respect thereto) which are used in the Business including, without limitation, those which are listed in Exhibit A attached hereto, together with the goodwill of the Business symbolized by the foregoing;
- (ii) Any and all U.S. and foreign letters patent and patent applications of the Assignor (including all licenses with respect thereto), and all reissues, substitutes, extensions, renewals, continuations, continuations-in-part, and divisions of the foregoing which are used in or relate to the Business including, without limitation, those which are listed in Exhibit A attached hereto; and
- (iii) Assignor's right, title and interest in all technology, know-how, technical information, inventions, research records and other documentation, formulae, processes, techniques, technical information, manufacturing and engineering drawings and information and trade secrets which are used in or relate to the Business.

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

WHEREAS, this Intellectual Property Assignment, being further documentation of the assignments, transfers and conveyances provided for in the Asset Purchase Agreement, does not expand upon or limit the rights and obligations as provided therein.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN Be it known that effective on the date hereof, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to said Intellectual Property, including the right to seek and obtain for Assignee's own benefit injunctive relief, or recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

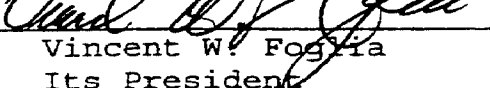
Assignor further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Assignor further covenants that Assignor will, upon Assignee's request, promptly execute and deliver to Assignee or its legal representative any and all papers or instruments required to maintain and enforce said Intellectual Property which may be necessary or desirable to carry out the purposes hereof.

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

ASSIGNOR:

SAGE PRODUCTS, INC.

By: 
Vincent W. Foggia
Its President

ASSIGNEE:

SHERWOOD SERVICES AG

By: _____
Its _____

WHEREAS, this Intellectual Property Assignment, being further documentation of the assignments, transfers and conveyances provided for in the Asset Purchase Agreement, does not expand upon or limit the rights and obligations as provided therein.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN Be it known that effective on the date hereof, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to said Intellectual Property, including the right to seek and obtain for Assignee's own benefit injunctive relief, or recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

Assignor further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Assignor further covenants that Assignor will, upon Assignee's request, promptly execute and deliver to Assignee or its legal representative any and all papers or instruments required to maintain and enforce said Intellectual Property which may be necessary or desirable to carry out the purposes hereof.

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

ASSIGNOR:

SAGE PRODUCTS, INC.


By:

Vincent W. Foglia
Its President

ASSIGNEE:

SHERWOOD SERVICES AG

By:


Douglas E. Denninger
Its Chief Executive Officer

Trademark Listing 1(a) (iii)

<u>Description:</u>	<u>Date</u>	<u>Serial Number</u>	<u>Registration Number</u>
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Trademarks Owned by Sage Products:

ZERO-IN	10/28/1997	75-115078	2108533
PATIENT ACCESS SYSTEM	02/11/1997	74-725252	2036649
P.A.S.	01/28/1997	74-725251	2033516
IN-ROOM	04/23/1996	74-585075	1969443
SHARPSTAR	04/11/1995	74-491578	1888352
AUTODROP	12/21/1993	74-334642	1812849
IN-ROOM	02/14/1989	73-729558	1525003

Trademark Pending:

BIOMAX

Application Date:	04/27/1999
Serial Number	75-692626

PHARMASAFETY

Application Date:	09/14/1999
Serial Number	75-799346

Dates of Maintenance & Fees

Mandatory filing for trademark registration with the USPTO:

Section 8 between 5-6 years - \$100 per category

Section 15 after 5 years - \$100 per category

Renewal fee at 10 years - \$300 per category

Renewal/Section 8 at 19th year - \$100 per category

(the USPTO is expected to raise prices in October 1999)

All other fees are dependent upon your attorney.

EXHIBIT A-1

Patent Listing 1(a) (iv)

Description:	US		Application Number	Canada Patent Number	Due Date	Maintenance** Number
	Date	Patent Number				

Patents Owned by Sage Products:

Syringe Needle Removal & Disposal Device	03/08/1983	4,375,849	264,541			Fully Paid
Closure for a Syringe Collection & Disposal Container	04/14/1987	4,657,139	781,754			Fully Paid
Needle/Syringe Collection Container	01/20/1987	Des. 287,897	642,041		None	
Disposal Container for Sharp Articles or the Like	10/17/1989	Des. 304,109	919,778		None	
Sharps Disposal System	12/29/1987	Re. 33,413	445,367			Fully Paid
Needle Resheather	07/18/1989	Des. 302,295	917,833		None	
Blood Needle Holder	05/08/1990	Des. 307,796	82,064		None	
Needle Anti-Resheather	05/30/1989	4,834,715	236,266		11/30/2000	3
Sharps Disposal Container	10/25/1988	4,779,728	126,190		04/25/2000	3
Combined Needle Disposal Container and Glove Dispenser	05/15/1990	Des. 307,841	182,330		None	
Dual Locked Container System	09/05/1989	4,863,057	188,025	X	1,288,402 03/05/2001	3
Intravenous Needle Resheather for I.V. Pole	03/10/1992	Des. 324,569	428,311		None	
Needle Disposal Container	05/04/1993	Des. 335,372	770,963		None	
Dual Container System with Selective Locking Feature	05/18/1993	5,211,303	821,012	X	70,943 11/18/2000	2
Combine Needle Disposal Container and Glove Dispenser	05/04/1993	Des. 335,373	791,602	X	2,112,759	None

Sage Products, Inc. Confidential 10/28/1999

Patent Listing

Description:	US		Canada Patent Number	Due Date	Maintenance** Number
	Date	Patent Number			
Needle Disposal Container & Disposal System	6/21/94	5,322,164	131,658		12/21/01 2
Needle Disposal Container & Disposal System	4/25/95	5,409,113	209,608		10/25/02 2
Sharps Disposal Container & System	2/7/95	5,387,735	44,590	X	2,114,987 2
Disposal Container with Locking Closure	4/16/96	5,507,408	131,652		10/16/03 2
Biohazardous Waste Container	7/2/96	5,531,346	322,578		1/2/04 2
Biohazardous Waste Container	7/11/95 Des.	360,062	27,876		None
Container Caddy Having Foot Activated Sliding Top Control	6/24/97	5,641,171	403,470		12/24/00 1
Combined Enclosure for a Needle Disposal Container and Glove Dispenser	10/28/97 Des.	385,626	46,568		None
Enclosure for a Needle Disposal Container	10/21/97 Des.	385,349	46,570		None
Glove Dispenser	12/23/97 Des.	387,981	46,564		None
Sharps Container	12/31/91	5,076,429	681,642		6/30/03 3
Biohazardous Waste Container	5/9/95 Des.	358,240	10,474		None
Disposal Container With Locking Closure and Indicator to Provide Visual Indication of Locking Of Closure	3/18/97	5,611,451	522,134		9/18/00 1
Disposal Container for Sharp Articles of the Like	3/6/90 Des.	306,509	91,055		None
Medical Disposal Container	9/13/94 Des.	350,604	2,871		None

10/25/99

Sage Products, Inc. Confidential

Patent Listing

Description:	US		Canada		Due Date	Maintenance** Number
	Date	Patent Number	Application Number	Patent Number		
Disposable Blood Collection Device*	12/10/91	5,070,885	536,440		6/10/02	3
Disposable Blood Collection Device*	10/4/88	4,774,964	121,959		4/4/00	3

Patent Pending:

Disposal Container Having Multiple Position Closure

Application Date:

8/25/98

Application Number:

139,305

EXHIBIT A-4

* Purchased from Care Medical Devices in August 1999, assignment in process.

** Maintenance Fees

#1 Maintenance - \$1,200 (including attorney fees)

#2 Maintenance - \$2,200 (including attorney fees)

#3 Maintenance - \$3,200 (including attorney fees)

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10/25/99

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