

12-12-2001

FORM PTO-



U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Honorable Commiss.

101913680

Attached original documents or copy thereof.

1. Name of conveying party(ies):
BioSafety Systems, Inc.

12-7-01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 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: November 5, 1999

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

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

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Country of Switzerland
 Other _____

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

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



A. Trademark Application No.(s)

12-07-2001

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34

B. Trademark registration No.(s)

~~1,849,161~~ 1,396,634 1,405,643
1,631,472 1,682,358

Additional numbers attached: Yes No

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

Name: William M. Lee, Jr.
Internal Address: Lee, Mann, Smith, McWilliams, Sweeney & Ohlson
Street Address: P.O. Box 2786
City: Chicago State: Illinois Zip: 60690-2786

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

12-0913

(Attach duplicate copy of this form 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.

William M. Lee, Jr.

Name of Person Signing

Signature

December 4, 2001

Date

Total number of pages comprising cover sheet 7

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

12/11/2001 6TOM11 00000124 1849161

01 FC:481 40.00 OP
02 FC:482 100.00 OP

TRADEMARK
REEL: 002406 FRAME: 0662

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPOINTMENT OF DOMESTIC REPRESENTATIVE

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

Dear Sir:

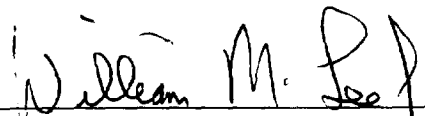
Sherwood Services AG, owner by assignment of the following United States trademark registrations:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
CHEMODRUM	1,849,161	August 9, 1994
CHEMOSAFETY Design	1,405,643	August 19, 1986
CHEMOSAFETY	1,396,634	June 10, 1986
CHEMOCHEK	1,682,358	April 7, 1992
CHEMO PLUS and Design	1,631,472	January 15, 1991

appoints the following attorneys as domestic representatives, upon whom all notices regarding the above-identified applications may be served:

Lee, Mann, Smith, McWilliams, Sweeney & Ohlson
P.O. Box 2786
Chicago, Illinois 60690-2786

Date: December 4, 2001



William M. Lee, Jr.
Attorney for Registrant

SAGE
BIO SAFETY

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made on this 5th day of November, 1999, by and between BioSafety Systems, Inc., a Delaware 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:

ASSIGNEE:

BIOSAFETY SYSTEMS, INC.

SHERWOOD SERVICES AG

By: 
D. Scott Brown
Its President

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:

BIOSAFETY SYSTEMS, INC.

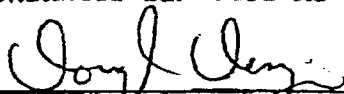
By:

D. Scott Brown
Its President

ASSIGNEE:

SHERWOOD SERVICES AG

By:


Douglas E. Denninger
Its Chief Executive Officer

Description:

<u>Date</u>	<u>Serial Number</u>	<u>Registration Number</u>
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Trademarks Owned by BioSafety Systems:

CHEMODRUM	08/09/1994	74-189288	1849161
CHEMO+PLUS	01/15/1991	73-827274	1631472
CHEMOSAFETY DESIGN	08/19/1986	73-482932	1405643
CHEMOSAFETY	06/10/1986	73-481334	1396634
CHEMOCHEK	04/07/1992	74-030121	1682358

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

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

Patents Owned by BioSafety Systems:

Hypodermic Needle Disposal System	0/21/84	4,466,638	485,203			Fully Paid
Disposal Container for Hypodermic Needles	12/24/85 Des.	281,906	490,064		None	
Disposal Container for Hypodermic Needles	12/24/85 Des.	281,907	490,065		None	
Holder for Medical Waste Disposal Container	12/31/85 Des.	282,009	490,066		None	
Medical Waste Station With Hypodermic Needle Cutter	1/21/86 Des.	282,286	490,072		None	
Apparatus for Priming a Hypodermic Needle with Hazardous Fluid	9/15/92	5,147,309	700,925		3/15/00	2

* 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)

EXHIBIT A-2