

01-11-2002



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

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

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

1. Name of conveying party(ies): InnerDyne, Inc. 1.4.02

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

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

2. Name and address of receiving party(ies)
 Name: BioSurface Engineering Technologies, Inc.
 Internal Address: _____
 Street Address: 1244 Reamwood Avenue
 City: Sunnyvale State: CA Zip: 94089

Individual(s) citizenship _____
 Association _____ JAN - 2002
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 16, 2001

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
 Reg. No. 1,895,517 Reg. No. 1,946,405
 Reg. No. 2,044,103 Reg. No. 2,044,104

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Stephen A. Slusher
 Internal Address: _____
 PEACOCK, MYERS & ADAMS, P.C.

 Street Address: P.O. Box 26927

 Albuquerque NM 87125
 City: _____ State: _____ Zip: -6927

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account
 Additional Fees

8. Deposit account number:
 13-4213
 (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.

Stephen A. Slusher
 Name of Person Signing Signature

October 25, 2001

 Date

Total number of pages including cover sheet, attachments, and document: 4

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

01/10/2002 LNUELLER 00000084 1895517

01 FC:481
02 FC:482

40.00 DP
75.00 DP

TRADEMARK REEL: 002419 FRAME: 0932

TRADEMARK ASSIGNMENT

This is an assignment of trademark rights and related rights (the "Trademark Assignment") from InnerDyne, Inc. ("INNERDYNE"), a Delaware corporation that is an affiliate of United States Surgical, to BioSurface Engineering Technologies, Inc. ("BioSET"), a Delaware corporation.

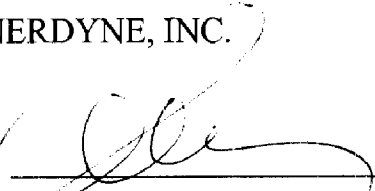
1. Effective July 16, 2001 (the "Effective Date"), INNERDYNE sold ("Asset Purchase Agreement") certain assets and intellectual property to BioSET, and since such date BioSET has been the sole party using the marks shown on Exhibit A hereto (the "Marks").
2. This Trademark Assignment is intended to supercede and replace in its entirety the Asset Purchase Agreement from INNERDYNE to BioSET with regard to the transfer of the Marks.
3. For good and valuable consideration, receipt of which is hereby acknowledged, INNERDYNE does hereby assign unto BioSET all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by said Marks.
4. This assignment of all right, title and interest to the Marks shown on Exhibit A hereto is effective as of the Effective Date of the Asset Purchase Agreement. INNERDYNE agrees that the assignment of such rights included the right to enforce such rights against past, present, and future infringers, including the right to rely on the date of first use for purpose of establishing the effective date of first and continuous use of the Marks in commerce.
5. INNERDYNE represents and warrants that INNERDYNE 's rights in the Marks include the entire right, title and interest to the Marks and to the common law use of the Marks. INNERDYNE further represents and warrants that the Marks and accompanying goodwill have not been previously assigned, mortgaged or otherwise encumbered, and that INNERDYNE has

full right, power and authority to assign all such rights to BioSET.

6. INNERDYNE agrees that should BioSET desire the assistance of INNERDYNE and its officers or employees to establish the date of first use or continued use, INNERDYNE will provide such assistance, including but not limited to the giving of testimony, signing true and accurate affidavits and/or declarations, and the production of documents relevant to the use of the Marks, without additional compensation (other than out-of-pocket costs).


Signed and dated this 16 day of October, 2001.

INNERDYNE, INC.

By 
Name Alan R. Carlton

STATE OF Connecticut)
) ss: Norwalk
COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me this 16 day of October, 2001, by Alan R. Carlton as Secretary of InnerDyne, Inc., a Delaware corporation.


Notary Public

My Commission Expires:
10/31/2003

YOLANDA S. HERR
NOTARY PUBLIC
MY COMMISSION EXPIRES 10/31/2003

My Commission Expires:

EXHIBIT A

Trademarks Assigned to BioSET

<u>Title</u>	<u>Registration Number</u>
GRAFAMINE	U.S. #2,044,104
HYDROSILOX	U.S. #2,044,103
SET Surface Engineering Technologies	U.S. #1,946,405
TRC	U.S. #1,895,517
TMCTS	Not filed
TMSAA	Not filed