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03-07-2002

Form PTO-1594  
(Rev. 03/01)  
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Tab settings ⇨ ⇨ ⇨

RE: 1



102005466

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):

**Lukens Medical Corporation**

- 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: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: **Surgical Specialties Corporation**

Internal

Address: \_\_\_\_\_

Street Address: **340 Morgantown Road**

City: **Reading** State: **PA** Zip: **19611**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,509,149                      2,124,566

Additional number(s) attached  Yes  No

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

Name: **Thomas W. Ryan**

Internal Address: **Piper Marbury Rudnick & Wolfe**

Street Address: **P.O. Box 64807**

City: **Chicago** State: **IL** Zip: **60664**

6. Total number of applications and registrations involved: \_\_\_\_\_

**2**

7. Total fee (37 CFR 3.41).....\$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**18-2284**

(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.

**Thomas W. Ryan**  
Name of Person Signing

Signature

**January 23, 2002**  
Date

**2**

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

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

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01 FC:481  
02 FC:482

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**TRADEMARK**  
**REEL: 002454 FRAME: 0991**

**TRADEMARK ASSIGNMENT**

**WHEREAS**, Lukens Medical Corporation., a corporation organized under the laws of the State of Delaware and having a principal place of business at 3820 Academy Parkway North, NE, Albuquerque, New Mexico, 87109 ("Seller"), is the owner of all right, title and interest in and to the following registered marks: "Lukens Medical Corp", United States registration number 1,509,149 and Italian registration number 00617154; and "PGA", United States registration number 2,124,566, and the formerly registered mark, "Lu-TeX", United States registration number 1,510,019 (collectively, the marks are hereinafter referred to as the "Trademarks");

**WHEREAS**, Surgical Specialties Corporation, a corporation organized under the laws of the State of Delaware, and having a principal place of business at 340 Morgantown Road, Reading, Pennsylvania, 19611 ("Purchaser"), is desirous of acquiring ownership of the Trademarks from Seller; and

**WHEREAS**, contemporaneously with the execution of this Agreement, Seller entered into that certain Asset Purchase Agreement with Purchaser and Medisys PLC, a Scottish public limited company ("Medisys"), (the "Asset Purchase Agreement"), wherein Seller agreed to assign to Purchaser, and Purchaser agreed to assume from Seller, the Trademarks pursuant and subject to the terms of the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the execution and delivery of the Asset Purchase Agreement by Seller, Purchaser and Medisys and the consideration therein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign and transfer unto Purchaser all of Seller's right, title and interest in and to the Trademarks, whether registered or not, together with the goodwill associated therewith, including, without limitation, all rights to sue and recover for past, present and future infringements thereof.

Date: July 23, 1999

Lukens Medical Corporation

By: *Harold Collicant*  
Title: PRESIDENT & CEO

State of New Mexico )  
                                          )  
County of Bernalillo )

On this 23rd day of July, 1999, before me personally appeared Harold Collicant to me known, who being duly sworn, did depose and say the s/he is the President of Lukens Medical Corporation and that s/he executed the foregoing assignment of his own free will for the purpose therein expressed.

*R M Quinn*  
Notary Public  
My Commission Expires: 3-7-03

Doc ID: 126094-1