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06-28-2002

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Docket No.: D



06-18-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #74

102138459

ents and

... record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Surgical Dynamics Inc.

6-18-02

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

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

3. Nature of conveyance:

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

Execution Date: June 17, 2002

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

Name: United States Surgical Corporation

Internal Address:

Street Address: 150 Glover Avenue

City: Norwalk State: CT ZIP: 06856

- 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 numbers(s):

A. Trademark Application No.(s)

~~75/473,430;~~ 75/329,403  
~~75/329,405;~~  
75/791,778;

B. Trademark Registration No.(s)

1,944,610; 2,239,691; 2,335,995  
2,239,755; 2,443,160;  
2,243,658; 2,341,691;

Additional numbers attached?  Yes  No

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

Name: Douglas E. Denninger

Internal Address: United States Surgical, a division of

Tyco Healthcare Group LP

Street Address: 150 Glover Avenue

City: Norwalk State: CT ZIP: 06856

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

11

7. Total fee (37 CFR 3.41):.....\$ \$440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

21-0550

06/28/2002 BTOM11 00000037 210550 75473430

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 250.00 CH

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.

Douglas E. Denninger

Name of Person Signing

Signature

June 18, 2002

Date

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

7

**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS effective the 17th day of June 2002 by and between Surgical Dynamics Inc., a Delaware corporation, and each of its Subsidiaries, having its principal place of business at 150 Glover Avenue, Norwalk, Connecticut 06856 USA ("Assignor") and United States Surgical Corporation, a Delaware corporation having its principal place of business 150 Glover Avenue, Norwalk, Connecticut 06856 USA ("Assignee").

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee has agreed to purchase Trademarks, Service Marks and Common Law Marks of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;

WHEREAS, Assignor owns all right, title and interest to and is the sole exclusive owner of the emarks, Service Marks and Common Law Marks, including but not limited to those listed on Schedule A, attached hereto and incorporated herein (the "Trademarks") and all registrations, applications and good will represented by the Trademarks;

WHEREAS, Assignor owns all right, title and interest to and is the sole exclusive owner of the emarks, Service Marks and Common Law Marks, including but not limited to those listed on Schedule A, attached hereto and incorporated herein (the "Trademarks") and all future registrations, applications and good will represented by the Trademarks;

WHEREAS, Assignor desires to assign and transfer to Assignee, and its successors, assigns and legal representatives, Assignor's entire right, title, interest and the good will represented by the Trademarks, including the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights. Assignee is desirous of acquiring the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title, and interest in and to the Trademarks, all registrations, world-wide applications and the good will represented by the Trademarks.

Assignor does further consent to the recordation of this Assignment by Assignee with the United States Commissioner of Patent Applications or any similar foreign governmental agency.

IN WITNESS WHEREOF, Assignor and Assignee have executed this assignment as of the date first written above.

Surgical Dynamics, Inc.

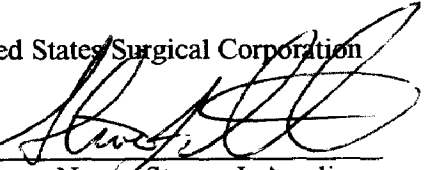
By: \_\_\_\_\_

  
Name: Alan R. Carlton  
Title: Secretary

Agreed and accepted by Assignee:

United States Surgical Corporation

By: \_\_\_\_\_

  
Name: Steven J. Amelio  
Title: Vice President

STATE OF CONNECTICUT

SS:

COUNTY OF FAIRFIELD

On this 17<sup>th</sup> day of June, 2002, before me personally came Alan R. Carlton, to me known, who, being by me first duly sworn, did depose and say that he is the Secretary of Surgical Dynamics Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name to such instrument by order of the Board of Directors of such corporation.

Heather B. Booth

**HEATHER B. BOOTH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES 03/2006

STATE OF CONNECTICUT

SS:

COUNTY OF FAIRFIELD

On this 17<sup>th</sup> day of June, 2002, before me personally came Steven J. Amelio, to me known, who, being by me first duly sworn, did depose and say that he is the Vice President of United States Surgical Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name to such instrument.

Heather B. Booth

**HEATHER B. BOOTH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES 03/2006

**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>
AMEND	US	74/493362	1944610
AMEND	CA	755445	478467
AMEND	FR	94521570	94521570
AMEND	JP	6-058628	3325422
AMEND	DE	S58953/10WZ	2095992
AMEND	GB	1573233	1573233
AMEND	BX	827633	553563
AMEND	AU	630733	630733
ANCHORSEW	JP	10-77961	4357839
ANCHORSEW	CH	07387/1998	459116
ANCHORSEW	SE	98-6789	336783
ANCHORSEW	NO	9808102	197384
ANCHORSEW	GB	2177842	2177842
ANCHORSEW	IT	RM98C005252	
ANCHORSEW	DE	39851418.6	39851418
ANCHORSEW	FR	98/750632	98/750632
ANCHORSEW	FI	T199802949	214625
ANCHORSEW	DK	VA199803872	VR199803752
ANCHORSEW	CA	889192	543401
ANCHORSEW	BX	922553	0638143
ANCHORSEW	AU	772536	772536
ANCHORSEW	US	75/473430	
ANCHORSEW	ES	2183042	2183042
ARTHROLOOP	DE	39816573.4	39816573
ARTHROLOOP	GB	2161990	2161990
ARTHROLOOP	CH	02353/1998	454433
ARTHROLOOP	SE	98-2354	336180
ARTHROLOOP	NO	9802753	192150
ARTHROLOOP	US	75/363500	2239755
ARTHROLOOP	IT	RM98C001523	
ARTHROLOOP	FR	98/725008	98725008
ARTHROLOOP	FI	199801110	213192
ARTHROLOOP	DK	VA014441998	VR017921998

**SCHEDULE A (CONTINUED)**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>
ARTHROLOOP	CA	873118	527470
ARTHROLOOP	BX	912673	643955
ARTHROLOOP	AT	AM1875/98	176612
ARTHROLOOP	AU	757957	757957
ARTHROLOOP	JP	25618/1998	4289426
ARTHROSEW	BX	886977	608329
ARTHROSEW	GB	2127846	2127846
ARTHROSEW	SE	97-01125	329384
ARTHROSEW	DK	VA006671997	VR200003781
ARTHROSEW	NO	97.0921	186287
ARTHROSEW	US	75/329405	
ARTHROSEW	IT	MI97C000881	786791
ARTHROSEW	FI	T199700493	210428
ARTHROSEW	ES	2072247	2072247
ARTHROSEW	CA	857911	525974
ARTHROSEW	JP	9-11423	4186703
ARTHROSEW	FR	97/662492	
ARTHROSEW	DE	39704975.7	39704975
ARTHROSEW	AT	AM512/97	188182
ARTHROSEW	AU	727076	727076
DURACLOSE	AT	272/98	175271
DURACLOSE	AU	753039	753039
DURACLOSE	BX	908769	627096
DURACLOSE	CA	866827	527452
DURACLOSE	DK	003241998	VR008061998
DURACLOSE	ES	2137564	2137564
DURACLOSE	FI	T199800191	213641
DURACLOSE	FR	98/714436	98714436
DURACLOSE	GB	2156215	2156215
DURACLOSE	IT	RM98C000268	825535
DURACLOSE	JP	10-5302	4279487
DURACLOSE	NO	199800498	190979
DURACLOSE	SE	9800436	335051
DURACLOSE	US	75/329404	2243658

**SCHEDULE A (CONTINUED)**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>
E-Z TAC	NO	98.01032	196427
E-Z TAC	FR	98/716620	98716620
E-Z TAC	FI	T199800415	212477
E-Z TAC	US	75/336509	2239691
E-Z TAC	DE	39806048.7	39806048
E-Z TAC	AU	754172	754172
E-Z TAC	AT	AM581/98	175276
E-Z TAC	CA	868406	538865
E-Z TAC	JP	10-9208	4324174
E-Z TAC	DK	005821998	
E-Z TAC	BX	909487	627812
E-Z TAC	ES	2140405	2140405
E-Z TAC	SE	98843	334689
E-Z TAC	CH	00842/1998	453401
E-Z TAC	GB	2157302	2157302
E-Z TAC	IT	RM98C000487	825730
S-D-FLO	CH	03472/1999	464879
S-D-FLO	SE	99-03188	342424
S-D-FLO	DE	39923504.3	39923504
S-D-FLO	US	75/580026	2443160
S-D-FLO	AU	792257	792257
S-D-FLO	AT	AM2501/99	183162
S-D-FLO	BX	0936900	0652567
S-D-FLO	CA	1012606	543379
S-D-FLO	DK	VA199901752	VR199902387
S-D-FLO	FR	99789624	99789624
S-D-FLO	GB	2195805	2195805
S-D-FLO	IT	RM99C002107	
S-D-FLO	JP	11-37331	4391956
S-D-FLO	ES	2229562	2229562
S-D-FLO	NO	199904183	200090
S-D-FLO	FI	T199901289	216906
S-D-TFC	US	75/791778	
S D PORT	US	75/329403	

**SCHEDULE A (CONTINUED)**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>
S D PORT	DK	003201998	VR10661998
S D PORT	DE	39802758.7	39802758
S D PORT	GB	2156200	2156200
S D PORT	CH	0335/1998	452203
S D PORT	SE	98-00491	335069
S D PORT	NO	199800501	190982
S D PORT	BX	908767	631985
S D PORT	IT	RM98C000266	
S D PORT	AU	753037	753037
S D PORT	FR	98/714438	98714438
S D PORT	FI	T199800251	212309
S D PORT	CA	866885	527451
S D PORT	GB	2218627	2218627
S D PORT	AT	273/98	175272
S D PORT	JP	10-5305	4326283
S D SORB	ES	2137562	2137562
S D SORB	FI	T199800250	212308
S D SORB	GB	2156170	2156170
S D SORB	CH	00334/1998	453271
S D SORB	SE	98-00490	335068
S D SORB	NO	199800500	190981
S D SORB	IT	RM98C000265	
S D SORB	JP	10-5304	4339640
S D SORB	FR	98/714442	98714442
S D SORB	US	75/329380	2341691
S D SORB	DK	003211998	VR010671998
S D SORB	CA	866886	527450
S D SORB	BX	908766	626779
S D SORB	AT	271/98	175270
S D SORB	AU	753036	753036
S D SORB	DE	39802759.5	39802759
SDPORT	US	75/713835	2335995