

11/4/02

11-07-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



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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):

Battle Creek Equipment Co. 307 Jackson Street Battle Creek, Michigan 49017-2385

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 10/17/2002

2. Name and address of receiving party(ies)

Name: Welch Allyn, Inc.

Internal Address:

Address:

Street Address: 4341 State Street Road

City: Skaneateles Falls State: NY Zip: 13153

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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) 247,181; 246,722

Additional number(s) attached Yes No

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

Name: Sarah Cates

Internal Address:

Street Address: Welch Allyn, Inc.

4341 State Street Road, Skaneateles Falls

City: Skaneateles Fal State: NY Zip: 13153

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:

DO NOT USE THIS SPACE

9. Signature.

Sarah Cates

Name of Person Signing

Sarah Cates

Signature

October 30, 2002

Date

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

3

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

11/07/2002 6TQM11 00000036 247181

01 FC:8521 02 FC:8522

40.00 OP 25.00 OP

TRADEMARK REEL: 002612 FRAME: 0403

Assignment of Trademarks, Trademark Registrations and Applications


WHEREAS, Battle Creek Equipment Co., having an address of 307 Jackson Street, Battle Creek, Michigan (hereinafter "Assignor") is the owner of the trademarks identified on Exhibit A, attached hereto and incorporated herein by reference, including common law rights in such trademarks, and the applications and registrations therefor, as identified on Exhibit A (hereinafter referred to as the "Marks" and the "Applications/Registrations"); and

WHEREAS, Welch Allyn, Inc., having an address of 4341 State Street Road, Skaneateles Falls, New York 13153 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to said Marks and said Applications/Registrations therefor, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringement thereof.

NOW, THEREFORE, in consideration of the payment of \$20,000 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Marks and the Applications/Registrations therefor for the United States and all other rights in the Marks, if any, throughout the world, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor, which shall include, without limitation, execution of any forms, statements or other documents required by the foreign trademark offices corresponding to the Marks listed in Exhibit A. Notwithstanding the foregoing, Assignee shall be exclusively responsible for any fees or payments to third parties arising from such efforts.

Battle Creek Equipment Co.

By: 
Name: STEVEN C. MARTIN
Title: PRESIDENT / CEO
Date: OCTOBER 17, 2002