

01-09-2003



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): Hollister, Incorporated, 2000 Hollister Drive, Libertyville, IL 60048 USA

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Illinois, 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: August 8, 2002

2. Name and address of receiving party(ies) Name: Briggs Medical Service Company Internal Address: Thomas J. Young

Street Address: 7300 Westown Parkway City: West Des Moines State: IA Zip: 50266

- 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

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1120033

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Janet Huston Internal Address: Dickinson Mackaman Tyler & Hagen, P.C. Street Address: 699 Walnut Street, 1600 Hub Tower City: Des Moines State: IA Zip: 50309

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00 Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 502366

(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 J. Young Name of Person Signing

Signature

12/20/02 Date

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK REEL: 2644 FRAME: 0644

# **BILL OF SALE AND ASSIGNMENT OF COPYRIGHTS, TRADE MARKS, SERVICES MARKS, DOMAIN NAMES, AND CONTRACT RIGHTS**

1. *Sale and Transfer of Purchased Assets.* For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.1(a) of that certain Asset Purchase Agreement dated as of August 8, 2002 (the "Purchase Agreement"), to which Hollister Incorporated, an Illinois corporation (the "Seller"), and Briggs Medical Service Company, a Delaware corporation (the "Buyer"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of 12:01 a.m. (Iowa time) on August 8, 2002 (the "Effective Time"), all of Seller's right, title and interest in and to all of the Purchased Assets described in the Purchase Agreement and its schedules. Capitalized terms used in this Bill of Sale And Assignment Of Copyrights, Trade Marks, Services Marks, Domain Names, And Contract Rights which are not otherwise defined shall have the meaning set forth in the Purchase Agreement.

2. *Assignment of Copyrights, Trademarks, Service Marks, and Domain Names.* In accordance with the Purchase Agreement, Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller's worldwide right, title and interest in and to all of Seller's registered and unregistered domestic and foreign copyrights and copyright applications, and/or copyright rights listed in **Schedule 1.16** of the Purchase Agreement a copy of which is annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "Copyrights"), together with all of Seller's worldwide right, title and interest in, to and under Seller's domestic and foreign trademarks, service marks, and domain names, trademark applications, and trade names listed on **Schedule 1.16** of the Purchase Agreement a copy of which is annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

a. Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under the Copyrights in whatever form the work may exist, including in print, video, electronic or other media, as well as in any technology now known or which is created, discovered or developed hereafter, including all rights to sue for infringement of any Copyright, the same to be held and enjoyed by the Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Seller had this assignment not been made.

b. Seller hereby transfers and assigns to Buyer and Buyer hereby accepts the transfer and assignment of all of Seller's worldwide right, title and interest in, to and under the Marks in whatever form they may be affixed or used, together with the goodwill of the business associated therewith and which is symbolized thereby, including all rights to sue for infringement of any Mark, whether arising prior to or subsequent to

the date of this assignment, and the rights to any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, and in any other jurisdiction, the same to be held and enjoyed by the Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Seller had this assignment not been made.

3. **Further Actions.** Seller shall execute and deliver, and cause to be executed and delivered, such further instruments of conveyance, assignment, and transfer and take such further action as Buyer may reasonably request from time to time in order to more effectively to sell, assign, convey, transfer, reduce to possession, and record title to any of the Purchased Assets or to effectuate the intent and purposes of the Purchase Agreement.

4. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Notwithstanding the foregoing, no provision of this Bill of Sale And Assignment Of Copyrights, Trade Marks, Services Marks, Domain Names, And Contract Rights shall in any way modify, replace, amend, change, rescind, waive or in any way affect the express provisions set forth in the Purchase Agreement, this Bill of Sale And Assignment Of Copyrights, Trade Marks, Services Marks, Domain Names, And Contract Rights being intended solely to effect the title to the Purchased Assets, including the Contracts, Intangible Assets, Inventory, Miscellaneous Assets, Permits and Records, in accordance with the Purchase Agreement.

**IN WITNESS WHEREOF**, Seller has executed this Bill of Sale and Assignment of Copyrights, Trade Marks, Services Marks, Domain Names, and Contract Rights as of August 8, 2002.

**HOLLISTER, INCORPORATED, An  
Illinois corporation**

By: 

Denis R. Chevaleau

Its: Vice President Corporate Development

## SCHEDULE 1.16

### INTANGIBLE ASSETS

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- Trademarks attached
- Copyrights attached
- Operating methods and procedures (previously delivered to Buyer)
- Customer List (previously delivered to Buyer)
- Any and all rights of Seller in telephone Number (800-243-5546) to the extent any such rights can be transferred to Buyer

Wednesday, June 26, 2002

Trademark List

Page: 1

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
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MILCOM	NAM		0468	Registered	434342	248278	18-Jul-2010	
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Country: Canada  
 Owner: Hollister Incorporated  
 Agent: KENT Kent & Edgar

Remarks: Information verified by TM Agent  
 10/31/97-sdc.

Goods: Medical record forms.

MILCOM	NAM	JBL	0371	Registered		1,120,033	12-Jun-2009	01-Aug-1978
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Country: United States of America  
 Owner: Hollister Incorporated  
 Agent: STRK Stroock & Stroock & Lavan  
 Classes: 16

Remarks: 8 & 15 affidavits filed 7/21/84 -  
 accepted 11/23/84.  
 05/10/99 - Advised TM Agent to  
 renew mark - sdc. 10/05/99 -  
 received registration renewal  
 certificate - sdc.

MILCOMMEDICALRECORDS.COM	JBL		3114	Use Mark			22-Jun-2010	22-Jun-2000
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Country: United States of America  
 Owner: Hollister Incorporated

Remarks: 07/14/00 -

MILCOMMEDICALRECORDS.CO  
 M has been registered with Network  
 Solutions, Inc. (Business Affairs  
 Office, P.O. Box 525; Herndon,  
 VA 20172). Period covered 22-  
 June-2000 through 22-June-2010.  
 John E. Zak is the  
 Billing&Technical Contact: