

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Docket No.:

FORM PTO-1594 (Modified)  
MB No. USPT-1047 1999  
Copyright 1994-97 LegalStar  
MOS/REV03

Tab settings → → →

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**KHPC Holding**

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_

- Association
- Limited Partnership

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

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

Name: The Kendall Company LP

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

Street Address: 15 Hampshire St.

City: Mansfield State: MA ZIP: 02048

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership Delaware

Corporation-State \_\_\_\_\_

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  No

(Designations must be a separate document from

Additional name(s) & address(es)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other relevant portions of a Contribution Agreement

Merger

Change of Name

Execution Date: 10/01/1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

176550

Additional numbers

Yes  No

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

Name: Anne E. Fitzpatrick

Internal Address: Tyco Healthcare Group LP

Street Address: 15 Hampshire St.

City: Mansfield State: MA ZIP: 02048

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:

190254

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.

Anne E. Fitzpatrick

Name of Person Signing

Anne E. Fitzpatrick  
Signature

10/29/03  
Date

Total number of pages including cover sheet, attachments, and

**9**

Mail documents to be recorded with required cover sheet information to:

Mail Stop Recordation Services

Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**

**700051590**

**REEL: 002743 FRAME: 0318**

CH \$40.00 190254 0176650

---

**KHPC CONTRIBUTION AGREEMENT**

**by and among**

**KHPC HOLDING**

**and**

**THE KENDALL COMPANY LP**

**Dated as of October 1, 1998**

**TABLE OF CONTENTS**

**ARTICLE 1. CONTRIBUTION OF ASSETS BY KHPC TO THE PARTNERSHIP..... 1**

    1.1 Contribution of the Assets ..... 1

    1.2 Excluded Assets ..... 3

    1.3 Acceptance of Assets; Conveyance Instruments ..... 4

    1.4 Assumed Liabilities ..... 4

    1.5 Excluded Liabilities ..... 4

**ARTICLE 2 DELIVERIES ..... 5**

    2.1 Deliveries by KHPC to the Partnership ..... 5

    2.2 Governing KHPC Documents ..... 5

    2.3 Acceptance of Contribution by the Partnership ..... 5

**ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF KHPC TO THE PARTNERSHIP..... 6**

    3.1 Organization ..... 6

    3.2 Qualification ..... 6

    3.3 Authority ..... 6

    3.4 No Violations ..... 6

    3.5 Financial Statements ..... 7

    3.6 Absence of Certain Changes or Events ..... 7

    3.7 Certain Tax Matters ..... 8

    3.8 Condition of Facilities ..... 8

    3.9 Utilities; Access ..... 8

    3.10 Certain Conditions Not Present ..... 8

    3.11 Condition of Equipment ..... 9

    3.12 Inventory; Receivables ..... 9

    3.13 Title to Properties; Encumbrances ..... 9

    3.14 Leases ..... 9

    3.15 Patents, Trademarks, and Similar Rights ..... 10

    3.16 Insurance ..... 10

    3.17 Documents ..... 10

    3.18 Labor Matters ..... 10

    3.19 No Breach ..... 11

3.20 Consents, Permits, Etc. .... 11

3.21 Litigation..... 11

3.22 Compliance With Applicable Law; Adverse Restrictions ..... 11

3.23 Environmental Protection ..... 11

3.24 Assets Necessary to Business ..... 12

3.25 Customers, Distributors and Suppliers ..... 12

3.26 Brokers ..... 12

3.27 Governmental Approvals and Consents..... 12

ARTICLE 4 COVENANTS OF THE PARTIES ..... 12

4.1 Consents, Permits, Etc. .... 12

ARTICLE 5 SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION ..... 13

5.1 Survival; Indemnification ..... 13

5.2 Limitations of Indemnification ..... 13

5.3 Tax Indemnification With Respect to Tax Liability of KHPC and Other  
Tax Matters ..... 14

5.4 Definitions..... 15

5.5 Control of Litigation ..... 16

5.6 Transfer Taxes..... 16

5.7 Cooperation on Tax Matters ..... 17

5.8 Tax Clearance Certificate..... 17

ARTICLE 6 MISCELLANEOUS PROVISIONS..... 17

6.1 Knowledge ..... 17

6.2 Amendment and Modification ..... 17

6.3 Waiver of Compliance; Consents ..... 17

6.4 Assignment ..... 17

6.5 Expenses, Transfer Taxes, Etc. .... 18

6.6 Further Assurances..... 18

6.7 Governing Law ..... 18

6.8 Counterparts..... 18

6.9 Publicity ..... 18

6.10 Notices ..... 18

6.11 Specific Performance ..... 19

6.12 Headings ..... 19  
6.13 Entire Agreement..... 19  
6.14 Severability ..... 19  
6.15 Schedules ..... 19

## **KHPC CONTRIBUTION AGREEMENT**

THIS KHPC CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between KHPC Holding, a Delaware general partnership ("KHPC"), and The Kendall Company LP, a Delaware limited partnership (the "Partnership") as of this 1st day of October, 1998 (the "Contribution Date").

### **RECITALS**

1. KHPC conducts a business which involves the manufacture, sale and distribution of medical and surgical supplies within the United States (the "Business").

2. KHPC has acquired such Business from Tyco International (US) Inc. ("Tyco") and TKC Holding Corp ("Holding") pursuant to the terms of that Tyco Contribution Agreement by and among Tyco, Holding and KHPC dated as of the date hereof (the "Tyco Contribution Agreement").

3. KHPC wishes to contribute the Business (except the "Excluded Assets," as defined in Section 1.2 of this Agreement) as a capital contribution to the Partnership in exchange for a five percent (5%) limited partner interest in the Partnership as described in the Agreement of Limited Partnership of the Partnership dated as of September 22, 1998 (the "Partnership Agreement").

4. In order to minimize any transfer taxes and the administrative burden of preparing multiple sets of conveyancing documents, KHPC has directed Tyco to transfer its interests in the Assets of the Business directly to the Partnership.

In consideration of the foregoing and the mutual representations, warranties, covenants, and agreements herein contained, the parties agree as follows:

### **ARTICLE I**

#### **CONTRIBUTION OF ASSETS BY KHPC TO THE PARTNERSHIP**

##### **1.1 Contribution of the Assets.**

(a) Subject to the terms and conditions of this Agreement, KHPC hereby assigns, transfers, and delivers to the Partnership, free and clear of all title defects, objections, liens, pledges, claims, rights of first refusal, options, charges, security interests, mortgages, or other encumbrances of any nature whatsoever (collectively, "Encumbrances") other than "Permitted Encumbrances" (as defined in Section 1.1(b) of this Agreement), all of the assets, properties, and business (excepting only the "Excluded Assets," as defined in Section 1.2 of this Agreement) of every kind and description; wherever located; real, personal, or mixed; tangible or intangible; owned or held; or used primarily in the conduct of the Business by KHPC as the same shall exist on the Contribution Date (collectively, the "Assets"), and including, without limitation, all right, title, and interest of KHPC in, to, and under:

(i) All parcels of land owned by KHPC (collectively, the "Fee Property") and all buildings, fixtures and improvements erected on the Fee Property (collectively, "Improvements") (the Fee Property and Improvements hereinafter collectively referred to as the "Subject Property");

(ii) All machinery, equipment, furniture, vehicles and other tangible property (including, without limitation, maintenance and operating supplies, fuel, and spare parts for such machinery and equipment) of KHPC (collectively, the "Equipment");

(iii) All raw materials, finished goods, work-in-process, supplies and inventories of KHPC (collectively, the "Inventory");

(iv) Those patents, copyrights, trademarks, trade names, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data, computer software programs and other intangible property and any applications for the same, used primarily in the Business, and all goodwill associated with such intangible property (collectively, the "Intangible Property");

(v) All the leases of certain property of KHPC, together with all fixtures, office equipment, furnishings, furniture, and other tangible property located thereon (collectively, the "Leased Property");

(vi) All of KHPC's rights, claims, credits, causes of action or right of setoff against third parties relating to the Assets, including, without limitation, unliquidated rights under manufacturers' and vendors' warranties but excluding all amounts representing reimbursements for items paid by KHPC (collectively, "Claims");

(vii) Those contracts, agreements, leases, licenses and other instruments, arrangements and commitments being assumed by the Partnership with respect to the Assets pursuant to Section 1.4 of this Agreement (collectively, "Rights");

(viii) All certificates of occupancy and other transferable licenses, permits, registrations, authorizations, use agreements, orders or approvals of governmental or quasi-governmental agencies and authorities (whether federal, state, local, municipal or foreign) or private parties relating to the construction, use, operation or enjoyment of the Assets (collectively, "Permits");

(ix) All accounts receivable arising out of sales of inventory or otherwise in the ordinary and usual course of the operation of the Business prior to the close of business on the Contribution Date (collectively, "Receivables");

(x) All transferable bonds or deposits made by KHPC or its predecessors in title (or its agents) with any governmental agency or authority or with any utility company or third party relating to the construction, use, operation or enjoyment of the Assets;

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

**KHPC HOLDING**

By: Tyco International (US) Inc.  
Its: General Partner

By: Edward Federman  
Name: Edward Federman  
Title: Vice President - Corporate Controller

**THE KENDALL COMPANY LP**

By: SWD Holding, Inc. I  
Its: General Partner

By: \_\_\_\_\_  
Name: Kevin Gould  
Title: Vice President



IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

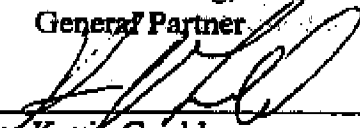
**KHPC HOLDING**

By: Tyco International (US) Inc.  
Its: General Partner

By: \_\_\_\_\_  
Name: Edward Federman  
Title: Vice President - Corporate Controller

**THE KENDALL COMPANY LP**

By: SWD Holding, Inc. I  
Its: General Partner

By:  \_\_\_\_\_  
Name: Kevin Gould  
Title: Vice President

**Schedule 1.2**

**Kendall Excluded Real Property**

1522 S. Broadway  
P.O. Box 19022  
Green Bay, WI 54307

1909 NE 25<sup>th</sup> Avenue  
Ocala, FL 34470

09/29/98  
CHDOCS02:106172.2  
09/29/98

RECORDED: 11/06/2003

TRADEMARK  
REEL: 002743 FRAME: 0327