

06-04-2003

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/02)



102463280

To the Honorable Commissioner of Patents and Trademarks.

1. Name of conveying party(ies):

C. R. Bard, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - New Jersey
- Other _____

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

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name

Other To correct error in cover sheet previously recorded (Reel 1262, Frame 0011) to reflect the Assignor's State of Incorporation as New Jersey.

Execution Date: November 1, 1994

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

A. Trademark Application No.(s)

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

Name: BCR, Incorporated
Address: 1105 North Market Street, Suite 1300
Wilmington, Delaware 19899

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - 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

B. Trademark Registration No.(s)

1,224,094	1,224,095	1,464,461	1,549,650
1,559,676	1,648,772	1,684,345	1,748,332

Additional numbers attached? Yes No

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

Roberta S. Bren
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
1940 Duke Street
Alexandria, Virginia 22314
OSMMN Ref: 3528/0371/35SD

RSB/DEY/lcd

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-2014
(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.

Roberta S. Bren
Name of Person Signing

Roberta S. Bren
Signature

April 22, 2003
Date

Total number of pages, including cover sheet, attachments, and document: 18

06/03/2003 DBYRNE 00000139 1224094

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

01 FC:8521 40.00 OP
02 FC:8522 175.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

RSB/DEY/lcd {I:\atty\RSB\Bard\35280371-A5G.doc}

TRADEMARK
REEL: 002745 FRAME: 0800

APR 22 2003

4.22.03

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made this 1st day of November, 1994, by and between C. R. Bard, Inc., a corporation organized and validly existing under the law of the State of New Jersey, having its principal place of business at 730 Central Avenue, Murray Hill, New Jersey 07974 (hereinafter referred to as "ASSIGNOR") and BCR, Inc., a corporation organized and validly existing under the laws of the State of Delaware, having its principal place of business at 1105 North Market Street, Suite 1300, Wilmington, Delaware 19899 (hereinafter referred to as "ASSIGNEE").

TRADEMARK

REEL 1262 FRAME 13

WITNESSETH:

WHEREAS, ASSIGNOR is the sole and exclusive owner of all U.S. tradenames, trademarks and registrations thereof as set forth on Exhibit A, which is attached hereto and incorporated herein (hereinafter collectively referred to as the "TRADEMARKS"), and

WHEREAS, ASSIGNOR is desirous of assigning all of its right, title and interest in and to the TRADEMARKS and in and to the goodwill of the business symbolized thereby to ASSIGNEE, and

WHEREAS, ASSIGNEE is desirous of accepting such assignment on and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the above premises, all of which are incorporated herein as if set forth fully in the body of this Agreement and further in consideration of the mutual agreements and undertakings hereinafter set forth, ASSIGNOR and ASSIGNEE hereby agree as follows:

TRADEMARK

REEL: 002745 FRAME: 0801

I. REPRESENTATIONS

(A) Representations of ASSIGNOR

ASSIGNOR hereby represents to ASSIGNEE that:

(1) ASSIGNOR is the sole and exclusive owner of each of the TRADEMARKS, and

(2) on the date hereof, each of the TRADEMARKS is free and clear of all liens and encumbrances of any nature whatsoever, and

(3) on the date hereof, ASSIGNOR is not a party to any lawsuit, nor is there any outstanding claim against ASSIGNOR, alleging that the use of any of the TRADEMARKS infringes the proprietary rights of any third party, and

(4) ASSIGNOR is not currently a party to any agreement or understanding, oral or written, which is inconsistent with the rights herein granted to ASSIGNEE or which would restrict, in any manner, ASSIGNEE's right to use and fully exploit each of the TRADEMARKS and the goodwill of the business symbolized thereby, and

(5) the execution and delivery of this Agreement by ASSIGNOR and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of ASSIGNOR and that this Agreement is a valid and binding obligation of ASSIGNOR enforceable against it in accordance with its terms, and

(6) neither the execution and delivery of this Agreement by ASSIGNOR nor the consummation of the transactions contemplated hereby: (i) conflict with or result in a breach of any provision of its articles of incorporation or bylaws, or (ii) violate any order,

writ, injunction, statute, rule or regulation applicable to ASSIGNOR or any of its assets, or (iii) will result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which ASSIGNOR is a party, or by which it or any of its assets may be bound, and

TRADEMARK

REEL 1262 FRAME 15

(7) ASSIGNOR is a corporation organized, validly existing and in good standing under the laws of the State of New Jersey, has all requisite corporate power and authority to own, lease and operate its property and to carry on its business as now being conducted and is duly qualified and in good standing to do business in any of those jurisdictions where it is required to be qualified as a result of ownership of property or residence of any of its employees or agents.

(B) Representations of ASSIGNEE

ASSIGNEE hereby represents to ASSIGNOR that:

(1) the execution and delivery of this Agreement by ASSIGNEE and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of ASSIGNEE and that this Agreement is a valid and binding obligation of ASSIGNEE enforceable against it in accordance with its terms, and

(2) neither the execution and delivery of this Agreement by ASSIGNEE nor the consummation of the transactions contemplated hereby: (i) conflict with or result in a breach of any provision of

its articles of incorporation or bylaws, or (ii) violate any order, writ, injunction, statute, rule or regulation applicable to ASSIGNEE or any of its assets, or (iii) will result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which ASSIGNEE is a party, or by which it or any of its assets may be bound, and

(3) ASSIGNEE is a corporation organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite corporate power and authority to own, lease and operate its property and to carry on its business as now being conducted and is duly qualified and in good standing to do business in any of those jurisdictions where it is required to be qualified as a result of ownership of property or residence of any of its employees or agents.

II. ASSIGNMENT

ASSIGNOR hereby assigns to ASSIGNEE its entire right, title and interest in and to all the TRADEMARKS, together with all goodwill of the business symbolized thereby and ASSIGNEE hereby accepts such assignment on the terms and conditions contained herein.

III. CONSIDERATION

In consideration of the assignment by ASSIGNOR to ASSIGNEE as provided in Paragraph II hereof, ASSIGNEE hereby agrees to issue and deliver to ASSIGNOR, contemporaneously with the execution of

this Agreement, a duly executed share certificate representing nine (9) shares of common stock in ASSIGNEE.

IV. INDEMNIFICATION

ASSIGNOR and ASSIGNEE hereby agree to indemnify, save and hold each other harmless from and against all suits, actions, claims, demands, judgments, liabilities and expenses (including court costs and reasonable attorneys' fees) which arise or result from a breach of any of their respective representations set forth in Paragraph I hereof.

TRADEMARK

REEL 1262 FRAME 17

V. ASSUMPTION OF LIABILITIES

Except to the extent provided in Paragraph IV hereof or as may otherwise be agreed to in writing by the parties, ASSIGNEE hereby expressly assumes all liabilities relating to the TRADEMARKS.

VI. EXECUTION OF ASSIGNMENTS/FURTHER ASSURANCES

The parties hereby expressly acknowledge that separate assignments from ASSIGNOR to ASSIGNEE are required in order to have the assignments of those TRADEMARKS which are registered duly recorded in the United States Patent and Trademark Office. Therefore, ASSIGNOR hereby covenants to promptly execute, without additional charge to ASSIGNEE, all such documents as ASSIGNEE may reasonably require in order to further evidence the assignments herein contained or as may be required in order to further ASSIGNEE's right, title and interest in and to the TRADEMARKS.

VII. DURATION OF OBLIGATIONS

The respective obligations of the parties under Paragraph IV, as well as ASSIGNOR's obligations under Paragraph VI, shall

continue for a period of six (6) years from the date and year first above written.

VIII. GOVERNING LAW

This Agreement shall be governed and construed in all respects in accordance with the internal laws of the State of Delaware, without regard to its rules on conflicts of laws.

IX. CAPTIONS

The respective captions of this Agreement are for convenience of reference only and are not and shall not be deemed or construed as part of this Agreement.

X. NOTICE

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective and given when delivered in person or sent by certified or registered mail, postage and certification prepaid, return receipt requested, addressed to the party to be notified at its address first above written or to such changed address as the party may direct by notice given in the aforementioned manner. In the case of notices to ASSIGNOR, the same shall be directed to the Attention: General Counsel.

XI. ILLEGALITY/UNENFORCEABILITY

In the event any term or provision of this Agreement is held, by a court of competent jurisdiction from which no appeal is taken, to be invalid, illegal or contrary to public policy, this Agreement shall be construed as through such term or provision did not appear herein and the remaining provisions of this Agreement shall

TRADEMARK

REEL 1262 FRAME 18

continue in full force and effect.

XII. ENTIRE AGREEMENT

This Agreement, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior understanding and agreements, oral and written, with respect to the subject matter hereof.

TRADEMARK

REEL 1262 FRAME 19

XIII. FOREIGN RIGHTS

Nothing contained in this Agreement is intended to grant, nor shall any provision contained herein be deemed or construed as granting to ASSIGNEE, any corresponding foreign rights in or to any of the TRADEMARKS.

IN WITNESS WHEREOF, the respective parties have caused this Agreement to be executed in duplicate by their respective duly authorized officers both on the date and year first above written.

Attest:

Jean F. Miller
Jean F. Miller
Assistant Secretary

C. R. Bard, Inc.

By: Benson F. Smith
Benson F. Smith
Executive Vice President and
Chief Operating Officer

Attest:

Phyllis L. Kucharczuk
Phyllis L. Kucharczuk
Secretary

BCR, Inc.

By: Edward Jones
Edward Jones
President

EXHIBIT A

<u>TRADEMARK OR TRADENAME</u>	<u>TRADEMARK</u>	<u>APPLICATION DATE</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
Broviac		04/08/80	74/257,236	0/1/83	1,224,095
Cath-Link		11/19/92	74/332,869		
CathTrack		10/12/93	74/446,310		
Dog Design		N/A	N/A	N/A	N/A
Dome		N/A	N/A	N/A	N/A
Dupen		06/06/88	74/732,451	10/10/89	1,559,676
Groshong		06/12/90	74/068,308	04/28/92	1,684,345
Hickman		12/04/86	74/633,600	11/10/87	1,464,461
Hohn		01/15/88	74/705,885	07/25/89	1,549,650
M. R. I.		08/10/90	74/086,750	06/25/91	1,648,772
OTG		05/21/92	74/227,505	01/26/93	1,748,332
Septum-Finder		N/A	N/A	N/A	N/A
SureCuff		11/15/93	74/457,914		
Meditheses		N/A	N/A	N/A	N/A

TRADEMARK

EXHIBIT A

<u>TRADEMARK OR TRADENAME</u>	<u>APPLICATION DATE</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
Broviac	04/08/80	74/257,236	0/1/83	1,224,095
Cath-Link	11/19/92	74/332,869		
CathTrack	10/12/93	74/446,310		
Dog Design	N/A	N/A	N/A	N/A
Dome	N/A	N/A	N/A	N/A
Dupen	06/06/88	74/732,451	10/10/89	1,559,676
Groshong	06/12/90	74/068,308	04/28/92	1,684,345
Hickman	04/08/80	74/257,235	01/18/83	1,224,094
Hickman	12/04/86	74/633,600	11/10/87	1,464,461
Hohn	01/15/88	74/705,885	07/25/89	1,549,650
M.R.I.	08/10/90	74/086,750	06/25/91	1,648,772
OTG	05/21/92	74/227,505	01/26/93	1,748,332
Septum-Finder	N/A	N/A	N/A	N/A
SureCuff	11/15/93	74/457,914		
Meditheses	N/A	N/A	N/A	N/A

RECORDED
PATENT & TRADEMARK OFFICE
DEC 14 1994

EXHIBIT 1