

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAXXIM MEDICAL, INC.		11/10/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	MEDLINE INDUSTRIES, INC.
Street Address:	ONE MEDLINE PLACE
City:	MUNDELEIN
State/Country:	ILLINOIS
Postal Code:	60060
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Serial Number:	76472522	PROFESSIONAL CARE SERIES
Serial Number:	76461677	TRU-TOUCH
Serial Number:	76438605	RADION-X
Registration Number:	2492444	SENSICARE
Registration Number:	1991372	MAXXIM MEDICAL
Registration Number:	1612904	SAF-T TAINER
Registration Number:	1305811	BOUNDARY
Registration Number:	1259312	NEOLON
Registration Number:	1027169	BOUNDARY
Registration Number:	0767618	TRU-TOUCH

CORRESPONDENCE DATA	
Fax Number:	(312)554-8015
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-554-8000
Email:	jmarvel@pattishall.com

CH \$265.00 76472522

Correspondent Name: JANET A. MARVEL, PATTISHALL, MCAULIFFE
Address Line 1: 311 SOUTH WACKER DRIVE
Address Line 2: SUITE 5000
Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

00786-001-00542

NAME OF SUBMITTER:

jmarvel@pattishall.com

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made between Maxxim Medical, Inc., a Delaware corporation, having a place of business at 4750 118th Avenue North, Clearwater, FL 33762 ("Assignor"), and Medline Industries, Inc., an Illinois limited liability company, having a place of business at One Medline Place, Mundelein, IL 60060 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 10, 2003 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell to Assignee the Purchased Assets (as defined in the Purchase Agreement) and all of Assignor's rights, title and interests therein and related thereto, including without limitation the trademarks, service marks and trademark and service mark applications set forth on Schedule A appended hereto (the "Trademarks") and the entire business to which the Trademarks pertain.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any trademark registration which shall issue from the application included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof, and to the Bankruptcy Code, to the extent applicable.

3. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

4. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

5. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

6. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

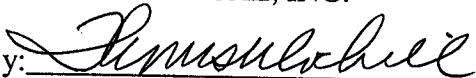
TRADEMARK

REEL: 002754 FRAME: 0941

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of November 10, 2003

ASSIGNOR:

MAXXIM MEDICAL, INC.

By: 

Name: Thomas Cochill

Title: President and Chief Executive Officer

ASSIGNEE:

MEDLINE INDUSTRIES, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of November 10, 2003

ASSIGNOR:

MAXXIM MEDICAL, INC.

By: _____

Name: Thomas Cochill

Title: President and Chief Executive Officer

ASSIGNEE:

MEDLINE INDUSTRIES, INC.

By: *Alex*

Name: *Alex*

Title: *General Counsel*

Schedule A

U.S. Trademark Applications and Registrations

Mark	Application/ Registration No.	Application/ Registration Date
PROFESSIONAL CARE SERIES	76/472,522	12/5/02
TRU-TOUCH	76/461,677	10/25/02
RADION-X	76/438,605	8/7/02
SENSICARE	2,492,444	9/25/01
MAXXIM MEDICAL	1,991,372	8/6/96
SAF-T TAINER	1,612,904	9/11/90
BOUNDARY	1,305,811	11/20/84
NEOLON	1,259,312	11/29/83
BOUNDARY	1,027,169	12/16/75
TRU-TOUCH	767,618	3/31/64

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