

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

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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):

Elkay Products, Inc.
800 Boston Turnpike
Shrewsbury, MA 01545

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Massachusetts**
☐ Other _____

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **October 4, 1999**

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

Name: **Sherwood Services AG**

Internal Address: **Bahnhofstrasse 9**

Street Address: **Schaffhausen, Switzerland CH-8200**

City: _____ State: _____ ZIP: _____

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State **Switzerland**
☐ Other _____

If assignee is not domiciled in the United States, a domestic designation is ☒ Yes ☐ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☒ N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1864546

1591864

1399285

Additional numbers

☐ Yes ☒ No

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

Name: **Tyco Healthcare Group LP**

Internal Address: **Elizabeth A. O'Brien**

Street Address: **15 Hampshire Street**

City: **Mansfield** State: **MA** ZIP: **02048**

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ **\$90.00**

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

500726

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.

Elizabeth A. O'Brien

Name of Person Signing

Signature

12-5-03
Date

5

Total number of pages including cover sheet, attachments, and

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

700055401

REEL: 002758 FRAME: 0654

CH \$90.00 500726 1864546

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is by and between Elkay Products, Inc., a Massachusetts corporation (hereinafter "ELKAY") and Sherwood Service AG, a Swiss company (hereinafter "SHERWOOD").

WHEREAS, ELKAY has developed, conceived, acquired or otherwise owns, by operation of law, certain intellectual property (hereinafter "Intellectual Property") which includes: (a) all domestic and foreign patents and patent applications (including without limitation, all counterparts thereof in any other country and all reissues, reexaminations, substitutions, divisions, continuations, continuations-in-part, and extensions of the foregoing) (collectively hereinafter "Patents"), which are owned by ELKAY, including the right to claim the benefit of any priority dates or provisional applications relating thereto under any applicable laws, and any substitutes or reissues thereof, for the full term for which the same may be granted specifically including the patents and patent applications identified in Appendix A attached hereto; and (b) all domestic and foreign trademarks, service marks, trade names, trade dress, labels, logos, and all other names and slogans (collectively hereinafter "Trademarks"), associated with any products or embodying associated goodwill of the business of ELKAY related to such products, whether or not registered, and any applications or registrations for the trademarks, and any associated goodwill incident thereto, owned by ELKAY, specifically including the Trademarks identified in Appendix B attached hereto; and

WHEREAS, ELKAY wishes to assign such Intellectual Property to SHERWOOD, and SHERWOOD wishes to accept the assignment of such Intellectual Property;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, ELKAY hereby assigns and transfers to SHERWOOD all right, title and interest of ELKAY in and to said Intellectual Property, including the right to seek and obtain for SHERWOOD's own benefit injunctive relief and recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

ELKAY covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ELKAY further covenants that ELKAY will, upon SHERWOOD's request, promptly execute and deliver to SHERWOOD, or its legal representative any and all papers or instruments required to maintain and enforce said Intellectual Property which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, ELKAY and SHERWOOD have executed this assignment as of this 4th day of October, 1999.

ELKAY PRODUCTS, INC.

By: [Signature]
Name: _____
Title: _____

SHERWOOD SERVICES AG

By: [Signature]
Name: _____
Title: _____

ELKAY covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ELKAY further covenants that ELKAY will, upon SHERWOOD's request, promptly execute and deliver to SHERWOOD, or its legal representative any and all papers or instruments required to maintain and enforce said Intellectual Property which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, ELKAY and SHERWOOD have executed this assignment as of this 4th day of October, 1999.

ELKAY PRODUCTS, INC.

By: _____

Name: _____

Title: _____

SHERWOOD SERVICES AG

By:  _____

Name: Philemon Kalbermatten

Title: Vice President

TRADEMARK

REEL: 002758 FRAME: 0657

SCHEDULE B**UNITED STATES TRADEMARK REGISTRATIONS**

MARK	REG. NO.	REG. DATE	NEXT RENEWAL
ELKAY	1,114,412	03/06/1979	03/06/2009
BIOLOOP	1,320,417	02/19/1985	02/19/2005
SUPER-VU	1,399,285	07/01/1986	07/01/2006
ULTRA-VU	1,399,286	07/01/1986	07/01/2006
REFERENCE	1,591,864	04/17/1990	04/17/2000
LIQUIPETTE	1,591,865	04/17/1990	04/17/2000
UNIWELL	1,805,186	11/16/1993	11/16/2003
EZEE NEST	1,854,054	09/13/1994	09/13/2004
PROGARD	1,864,546	11/29/1994	11/29/2004
ELKAY (stylized)	2,219,946	01/26/1999	01/26/2009

INTERNATIONAL TRADEMARK REGISTRATIONS

MARK	COUNTRY	REG. NO.	REG. DATE	NEXT RENEWAL
BIOLOOP	U.K.	B 1,212,935	02/16/1991	02/16/2005
PROGARD	FRANCE	93484060	09/17/1993	09/16/2003
ELITE 54	FRANCE	93489125	10/22/1993	10/21/2003