

FORM PTO-1594 (Modified)  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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# 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)
- General Partnership
- Corporation-State **Massachusetts**
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

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

Elizabeth A. O'Brien  
Signature

12-5-03  
Date

Total number of pages including cover sheet, attachments, and

5

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

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## 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;

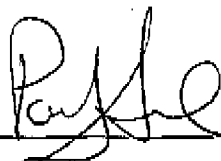
NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, ELKAY hereby assigns and transfers to SHERWOOD all right, title and interest of ELKAY in and to said Intellectual Property, including the right to seek and obtain 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:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHERWOOD SERVICES AG

By:   
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