

09-22-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 9-11-03 Maxxim Medical, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Maxxim Medical, Inc. Internal Address: Street Address: 4750 118th Avenue North City: Clearwater State: FL Zip: 33762 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

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3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: August 29, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,991,372 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael K. Cantwell Internal Address: Wilkie Farr & Gallagher Street Address: 787 Seventh Avenue City: New York State: NY Zip: 10019-6099

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 23-2405

DO NOT USE THIS SPACE

9. Signature. Michael K. Cantwell Name of Person Signing [Signature] Signature 9/11/03 Date [4] Total number of pages including cover sheet, attachments, and document:

09/17/2003 ECDOPER 00000071 232405 1991372 01 FC:6521 40.00 BA

documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002827 FRAME: 0684

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made between Maxxim Medical, Inc., a Texas corporation, having a place of business at 4750 118th Avenue North, Clearwater, FL 33762 ("Assignor"), and Maxxim Medical, Inc., a Delaware corporation, having a place of business at 4750 118th Avenue North, Clearwater, FL 33762 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark registrations identified on Schedule A attached hereto (collectively the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks and Assignor is desirous of selling the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee all right, title and interest in and to the Trademarks, in the United States and all appropriate jurisdictions, outside the United States, 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.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

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Schedule A

Trademarks and Registrations Therefor

Mark	Country	Registration No./ Application No.	Registration Date/ Filing Date
MAXXIM MEDICAL	United States	1,991,372	8/6/96
MAXXIM MEDICAL	European Union	44,776	3/11/98
MAXXIM MEDICAL	Japan	4,154,206	6/12/98
SPECTRA	Germany	929,234	3/20/75

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