



TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS

and all documents or copy thereof.

102560436

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Maxxim Medical, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other:

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

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

Name: PRO-MED Medizinische Produktions- und Handels-AG

Internal Address:

Street Address: Wiener Str. 131 A 4020 Linz, AUSTRIA

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - Austria
- 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) and address(es) attached?
 Yes No

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) August 21, 2003

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

- a. Trademark Application No(s):
78/180,191
- b. Trademark Registration No(s):

Additional numbers attached? Yes No

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

Name: AnneMarie Kaiser
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Fourteenth Floor
Street Address: 2040 Main Street
City: Irvine State: CA ZIP: 92614
Attorney's Docket No.: RIVERMD.029T

7. Total fee (37 CFR 1.21(h)): \$40
 Enclosed

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

RECEIVED
2003 SEP 22 AM 6:05
OPR/FINANCE

6. Total number of applications and registrations involved: 1

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.

AnneMarie Kaiser
Name of Person Signing

AnneMarie Kaiser
Signature

Sept. 19, 2003
Date

Total number of pages including cover sheet, attachments and document: 6

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

09/24/2003 LMUELLER 00000253 78180191
01 FC:8521 40.00 DP

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

EXECUTION VERSION**TRADEMARK ASSIGNMENT**

This Trademark Assignment is entered into as of August 21, 2003, by and among Maxxim Medical, Inc., a Delaware corporation ("Maxxim Delaware"), Maxxim Medical Inc., a Texas corporation ("Maxxim Texas"), and together with Maxxim Delaware, the "Assignors") and Pro-Med, medizinische Produktion-und Handelsgesellschaft AG, an Austrian company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement, dated as of August 21, 2003 (the "Purchase Agreement"), pursuant to which the Assignors have agreed to sell to the Assignee the Purchased Assets (as defined in the Purchase Agreement) and all of Assignors' 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").

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, the Assignors and the Assignee agree as follows:

1. The Assignors hereby sell, grant, assign, transfer, and deliver to the Assignee all of their 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 the 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 the Assignors 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.

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

IN WITNESS WHEREOF, the undersigned have executed this Trademark
Assignment to be executed by its proper officer thereunto duly authorized, as of August 21,
2003

ASSIGNOR:

MAXXIM MEDICAL, INC.,
a Delaware Corporation

By: *[Signature]*

Name:

Title:

MAXXIM MEDICAL, INC.,
a Texas Corporation

By: *[Signature]*

Name:

Title:

ASSIGNEE:

PRO-MED, medizinische
Produktion-und Handelsgesellschaft
AG

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of August __, 2003

ASSIGNOR:

**MAXXIM MEDICAL, INC.,
a Delaware Corporation**

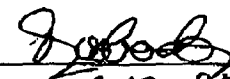
By: _____
Name:
Title:

**MAXXIM MEDICAL, INC.,
a Texas Corporation**

By: _____
Name:
Title:

ASSIGNEE:

**PRO-MED, medizinische
Produktion-und Handelsgesellschaft
AG**

By: 
Name: THOMAS STAUDER
Title: CEO

Schedule A

Trademarks and Service Marks and Registrations and Application Therefor

U.S. Trademark Registrations and Applications

Mark	Country	Application/ Registration No.	Application/ Registration Date
SMARTDOSE	United States	78/180,191	10/30/02

Foreign Trademark Registrations and Applications

Mark	Country	Application/ Registration No.	Application/ Registration Date
SMARTDOSE	Benelux	591,614	2/3/97
SMARTDOSE	European Union	2,325,835	8/1/01
SMARTDOSE	France	96 606,551	1/19/96
SMARTDOSE	Germany	39,602,247	6/10/96
SMARTDOSE	Israel	138943	6/14/00
SMARTDOSE	Israel	138944	6/14/00
SMARTDOSE	Russia	209981	3/26/02
SMARTDOSE	Switzerland	483,070	6/13/00
SMARTDOSE	Ukraine	28073	11/15/02
SMARTDOSE	United Kingdom	2,052,586	1/19/96
SMARTFLOW	Benelux	591615	1/18/96
SMARTFLOW	France	96 606,552	1/19/96
SMARTFLOW	Germany	39,602,241	1/19/96
SMARTFLOW	United Kingdom	2,052,575	1/19/96