

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0551-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Jason Marketing Co.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) California, US

Execution Date(s) Nov. 7, 1997

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ludlow Corporation

Internal

Address: \_\_\_\_\_

Street Address: One Tyco Park

City: Exeter

State: NH

Country: USA Zip: 03833

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Massachusetts
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1290772

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**ELECTROCELL**

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

Name: Elizabeth A. O'Brien

Internal Address: TYCO HEALTHCARE GROUP LP

Street Address: 15 Hampshire Street

City: Mansfield

State: MA Zip: 02048

Phone Number: (508) 261-8513

Fax Number: (508) 261-6225

Email Address: Betsy.O'Brien@tycohealthcare.com

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

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

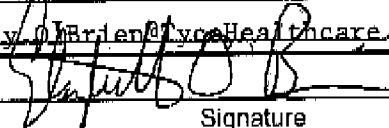
**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 190254

Authorized User Name Elizabeth A. O'Brien

**9. Signature:**



Signature

2/9/05

Date

Elizabeth A. O'Brien

Name of Person Signing

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

10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**

REEL: 003030 FRAME: 0847

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CH \$40.00 190264 1290772

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of the 7<sup>th</sup> day of November, 1997, by and among Ludlow Corporation, a Massachusetts corporation ("Acquisition"), Jason Marketing Company, a California corporation ("JMC"), Jason International, Inc., a Texas corporation ("JI"), CMC Sense-It, Inc., a Nevada corporation ("CMC"), Harry Cohn, an individual, Gerald L. Cohn, an individual (together, the "Cohns") and Gerald L. Cohn ("Shareholders' Representative") acting for and on behalf of all the shareholders of JMC, JI and CMC (the "Shareholders"). JMC, JI and CMC shall be referred to each as a "Company" and collectively as the "Companies."

WITNESSETH; That

WHEREAS, the Shareholders own all of the outstanding shares of capital stock of the Companies (the "Stock"); and

WHEREAS, Acquisition desires to purchase all of the Stock, on the terms and subject to the conditions set forth below;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, agreements and conditions contained herein, the parties hereto hereby agree as follows:

### ARTICLE 1. PURCHASE AND SALE OF STOCK

1.1 Purchase and Sale of Stock. At the Closing (as defined in Section 2.1 hereof), subject to and upon the terms and conditions set forth herein, Acquisition agrees to purchase from the Shareholders, and the Shareholders agree to sell to Acquisition the Stock free and clear of all liens, pledges, mortgages, charges, security interests, claims or other encumbrances for the consideration specified in Section 3.1 below.

### ARTICLE 2. THE CLOSING.

2.1 The Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of Acquisition at 9:00 a.m. local time on November 7, 1997 or at such other place, time and date as the parties may mutually determine as soon thereafter as practicable (the "Closing Date").

2.2 Stock Transfer. At the Closing, the Shareholders' Representative, on behalf of the Shareholders, shall transfer the Stock to Acquisition by delivery of the stock certificates representing the Stock, duly endorsed or together with duly executed stock transfer powers ("Stock Powers") in form and substance satisfactory to Acquisition and its counsel, and Acquisition shall deliver to the Shareholders' Representative the unadjusted Aggregate Purchase Price specified in Section 3.1 below, which shall be paid by wire transfer of immediately available funds.

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5.1.13 Material Contracts. Schedule 5.1.13 attached hereto and made a part hereof sets forth a complete and correct list of all of the Material Contracts (as hereinafter defined) to which any of the Companies is a party as of the date of this Agreement. As used in this Agreement, "Material Contracts" means (a) all leases or other agreements under which any of the Companies is lessee of, or holds or operates, any machinery, equipment, vehicle or other tangible personal property owned by a third party and used in the businesses of the Companies and which entails annual payments, in the case of any such lease or agreement, in excess of \$20,000, (b) all contracts and agreements to which any of the Companies is a party and which are (i) outstanding contracts with its officers, employees, agents, consultants, advisors, salesmen, sales representatives, distributors, sales agents or dealers of the Companies other than contracts which (x) by their terms are cancelable by the Companies with notice of not more than 30 days and without cancellation penalties or severance payments, in the case of any such contract, in excess of \$20,000 or (y) do not involve an amount in excess of \$50,000 on an annual basis, and (ii) profit-sharing, bonus, retirement, stock option or employee benefit plans or other similar plans or arrangements of any of the Companies to the extent not included in Schedule 5.1.17 attached hereto and made a part hereof, (c) all mortgages, indentures, security agreements, pledges, notes, loan agreements or guarantees relating to the Companies involving potential annual liability or obligation in excess of \$20,000 or \$50,000 in the aggregate, and (d) all customer contracts relating to the business of the Companies which are expected to result in a loss to the Companies of \$15,000 or more in any one year, and (e) all customer or vendor contracts relating to the business of the Companies which involve purchases or payments in an amount in excess of \$20,000, which were not entered into in the ordinary course of business. The Company has furnished or will furnish to Acquisition true and correct copies of all Material Contracts prior to the Closing Date.

5.1.14 Intellectual Property Rights. Except as set forth in Schedule 5.1.14 attached hereto and made a part hereof, the Companies own or have the right to use, free and clear of any lien or other encumbrance or restriction, all patents, trademarks, service marks, trade names, service names, brand names, logos and copyrights (collectively, "Intellectual Property Rights") owned or used by the Companies in the conduct of their businesses and the unavailability of which would have a Material Adverse Effect. Schedule 5.1.14 hereto and made a part hereof sets forth a complete and correct list of all such Intellectual Property Rights and their respective legal status (including whether such rights are the subject of a license). There is no claim or demand of any person pertaining to, or any proceeding pending or, to the best knowledge of the Companies and the Cohns, threatened, which challenges the rights of the Companies in respect of (i) the Intellectual Property Rights or (ii) the rights of the Companies in respect of any material trade secret owned or used by the Companies in the conduct of the Companies' business. None of the Intellectual Property Rights is subject to any material outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator or administrative agency. To the knowledge of the Companies and the Cohns, none of the Intellectual Property Rights held, owned or used by the Companies are being infringed upon by others or used by others to the material detriment of the Companies, whether or not such use constitutes infringement, or has been the subject of dispute, whether or not resulting in

litigation, except for orders, rulings, decrees, judgments, stipulations alleged infringements or disputes set forth in Schedule 5.1.14 hereto.

5.1.15 Labor Matters. (a) Except as set forth in Schedule 5.1.15 attached hereto and made a part hereof, there are no (i) labor strikes, disputes, slowdowns, representation campaigns or work stoppages with respect to employees of the Companies pending or, to the knowledge of the Companies and the Cohns, threatened against or affecting the Companies, (ii) grievance or arbitration proceedings arising out of collective bargaining agreements to which any of the Companies is a party (other than informal grievances), (iii) unfair labor practice complaints pending or, to the knowledge of the Companies and the Cohns, threatened against the Companies, or (iv) collective bargaining agreements or other labor union contracts applicable to persons employed by the Companies and to the knowledge of the Companies and the Cohns, there are no activities or proceedings of any labor union to organize any such employees.

(b) Except to the extent set forth in Schedule 5.1.15 hereto, the Companies are not in violation of any applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours applicable to it, nor are the Companies engaged in any unfair labor practice in any case which could reasonably be expected individually or in the aggregate to have a Material Adverse Effect.

5.1.16 No Consent. Except as set forth in Schedule 5.1.16 attached hereto and made a part hereof and except for matters contemplated by this Agreement, no consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be made or obtained by the Companies in connection with the execution and delivery of this Agreement by the Companies or the consummation by the Companies of the transactions contemplated herein.

5.1.17 Employee Benefit Plans; Employment Agreements.

(a) Schedule 5.1.17 attached hereto and made a part hereof sets forth a complete and correct list of all employee contracts, arrangements and "employee welfare benefit" or "employee pension benefit" plans maintained by to the Companies, as such plans are defined in Sections 3(1) and 3(2), respectively, of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (collectively, the "Plans"), under which the Companies, with respect to any employee, former employee, director or beneficiary of the Companies, has any obligation. The Companies have furnished to Acquisition true and correct copies of instruments evidencing all such Plans, all as amended to date.

(b) None of the Plans is a multiemployer plan within the meaning of Section 3(37) of ERISA. Neither the Companies nor any entity which is required to be treated as a single employer with the Companies pursuant to Section 414(b), (c), (m), and (o) of the Internal Revenue Code of 1986, as amended (the "Code") ("ERISA Affiliate") has ever terminated or withdrawn from (either completely or partially) any defined benefit plan. The Companies have no ERISA Affiliate. Except as set forth in Schedule 5.1.17 hereto, none of the Plans is subject to Title IV of ERISA or Section 412 of the Code and no other plans maintained or sponsored by the Companies have been so subject during the six-year period preceding the Effective Time.

IN WITNESS WHEREOF, Acquisition, the Companies and the Shareholders (through the Shareholders' Representative) have duly executed and delivered this Agreement as of the day and year first above written.

LUDLOW CORPORATION

By: [Signature]

Title: Vice President

CMC SENSE-IT, INC.

By: [Signature]

Its: Pres

JASON MARKETING COMPANY

By: [Signature]

Title: Pres.

JASON INTERNATIONAL, INC.

By: [Signature]

Title: Pres

[Signature]  
Gerald L. Cohn, Shareholders' Representative

[Signature]  
Harry Cohn

[Signature]  
Gerald L. Cohn

**Schedules to Stock Purchase Agreement**

Schedule 4.1.1 (a)	Contract Glove Net Worth Statement
Schedule 4.1.1(b)	Contract Combined Net Worth Statement
Schedule 5.1.1	Corporate Organization
Schedule 5.1.2	Capitalization of the Companies
Schedule 5.1.4	No Conflict
Schedule 5.1.5	Financial Statements
Schedule 5.1.6	Insurance
Schedule 5.1.7	Litigation
Schedule 5.1.8	Compliance with Laws; Licenses and Permits
Schedule 5.1.8(b)	List of Licenses and Permits
Schedule 5.1.9(b)	Tax Matters
Schedule 5.1.11	Absence of Certain Changes
Schedule 5.1.12	Real Property; Leased Premises
Schedule 5.1.13	Material Contracts
→ Schedule 5.1.14	Intellectual Property Rights
Schedule 5.1.15	Labor Matters
Schedule 5.1.16	No Consent
Schedule 5.1.17	Employee Benefit Plans; Employment Agreements
Schedule 5.1.19	Personal Property
Schedule 5.1.20	Environmental Matters
Schedule 5.1.21	Customers
Schedule 5.1.25	Powers of Attorney
Schedule 5.1.26	Bank Accounts; Safe Deposit Boxes
Schedule 5.1.27	Guaranties

## Schedule 5.1.14 Intellectual Property Rights

### Patents and Pending Patent Applications

- Patent for Water-Degradable Electrode

### Trademarks, Service Marks, Trade Names, and Designs as Registered Marks or Pending Applications

- Master Trademark List identifying all trademark and/or service mark registrations or applications is attached
- See attached summary sheet for each individual file, indicating the mark, the serial number and/or registration number, and any upcoming due dates.

### Key Patents and Trademarks Supporting Major Products:

*Electrotrace*®

→ *Electrocell*®

*Mediguard*™ (transferred to MediGuard, Inc.)

*The BodyGuards*™ (transferred to MediGuard, Inc.)

### Causes of Action or Other Claims for Infringement of Trademarks, Trade Names, Patents, or Trade Secrets

1. *Jason Marketing v. Rampart Glove Company (Trademark Infringement and Unfair Competition action before Federal Court) - Docket No. 38443*

In a summary judgment granted by Judge Alicemarie Stotler, U.S. District Court for the Central District of California, Jason was adjudged owner of the mark THE BODYGUARDS, and the defendants were permanently enjoined from infringing Jason's trademark THE BODYGUARDS and trade dress. A subsequent ruling on Jason's motion for Recovery of Attorneys' Fees was denied.

Jason Marketing's trademark application Serial No. 74/655,516 for the mark THE BODYGUARDS was subsequently allowed by the U.S. Patent and Trademark Office (the "USPTO") and published for opposition in the Official Gazette on September 30, 1997. So long as no opposition is filed within 30 days of the date of publication, a registration should issue in due course.

2. Jason Marketing v. T.K. Gloves Products (Petition to Cancel before U.S. Patent and Trademark Office, Trademark Trial and Appeal Board) - Docket No. 36857

A related action to *Rampart Glove Company* before the USPTO was also successfully concluded. The existing federal trademark registration (U.S. Reg. No. 1,631,474) for the mark THE BODYGUARDS (Stylized Letters) purportedly owned by a co-defendant in the *Rampart Glove Company* litigation was cancelled.

3. Hindustan Latex Limited (India corporation)

Fulwider, Patton, Lee & Ultecht LLP ("Fulwider"), Jason's trademark attorneys, corresponded with Hindustan Latex Limited in connection with its marketing of a line of latex gloves on the Internet under the mark MEDIGARD, which Jason believes infringes its federal trademark MEDIGUARD for use on latex gloves.

Fulwider received correspondence dated September 10, 1997 from Hindustan Latex Limited assuring Fulwider that Hindustan Latex Limited had discontinued use of its Internet home page in the U.S. and Canada. If it uses a new home page in these two countries, it will exclude use of the trademark MEDIGARD therein. The Companies believe this matter has been successfully concluded.



## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Receiving Party: Ludlow Corporation  
One Tyco Park  
Exeter, NH 03833

RE: Request for Trademark Recordation of Stock Purchase Agreement from Jason Marketing Co. to  
Ludlow Corporation

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

Dear Sir/Madam:

Enclosed please find a Recordation Form Cover Sheet with relevant documentation relating to the transfer of title for the trademark registration recorded in the name of Jason Marketing Co. to Ludlow Corporation.

The below attorney for Receiving Party authorizes the charge of any applicable fees required to Deposit Account No. 190254.

Respectfully submitted,




Elizabeth A. O'Brien  
Reg. No. 46,128  
Tyco Healthcare Group LP  
15 Hampshire Street  
Mansfield, MA 02048  
Phone (508) 261-8513

Date: February 9, 2005

**CERTIFICATE OF FACSIMILE TRANSMISSION MAILING**

The undersigned hereby certifies that this correspondence and accompanying documentation is being facsimile transmitted to the USPTO on February 9, 2005

  
Julie D. Parker

**tyco**  
Healthcare

**Kendall**

**Tyco Healthcare Group LP**  
Legal - Intellectual Property  
15 Hampshire Street  
Mansfield, MA 02048

Elizabeth A. O'Brien  
Direct Dial: 508-261-8513  
Dept. Fax: 508-261-6225  
e-mail: Betsy.O'Brien@TycoHealthcare.com

### Telefax Transmission

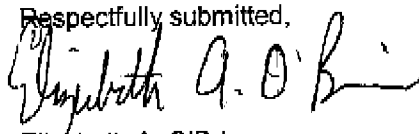
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**Date** February 9, 2005  
**Company** U.S. PATENT & TRADEMARK OFFICE  
**Attention** ASSIGNMENT RECORDATION SERVICES  
**Fax No.** (703) 306-5995  
**From** Elizabeth A. O'Brien  
**Subject** REQUEST FOR RECORDATION  
Assignment of Trademark from Jason Marketing Co. to Ludlow Corporation  
**No. of Pgs.** 10

Enclosed please find the following documents for processing:

- Transmittal cover sheet;
- Recordation form cover sheet;
- Purchase Agreement document;
- Certificate of Facsimile Transmission.

Respectfully submitted,



Elizabeth A. O'Brien  
Attorney for Receiving Party