

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sherwood Services AG		12/31/2004	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Sherwood Services AG		
Street Address:	5918 Evergreen Blvd		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63134		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	643335	CRITOCAPS	
Registration Number:	683360	CRITOSEAL	
Registration Number:	737115	PARAPLAST	
CORRESPONDENCE DATA			
Fax Number:	(314)345-6060		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-345-6000		
Email:	kkercher@blackwellsanders.com		
Correspondent Name:	Kevin Kercher		
Address Line 1:	720 Olive St.		
Address Line 2:	24th Floor		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Kevin Kercher		
Signature:	/Kevin Kercher/		

OP \$90.00 643335

Date:

05/19/2005

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, **Sherwood Services AG**, a company incorporated in Switzerland (hereinafter referred to as "ASSIGNOR"), has developed, conceived, acquired or otherwise owns certain intellectual property which includes all trademarks, service marks, trade names, trade dress, labels, logos and all other names and slogans associated with any products or embodying associated goodwill of the Business (as defined in the Asset Purchase Agreement effective as of December 31, 2004 to which Assignor and Assignees are parties) related to such products, whether or not registered, and any applications or registrations therefor, and any associated goodwill incident thereto, owned by ASSIGNOR (collectively "TRADEMARKS"), specifically including without limitation, the registrations and applications for registration of the trademarks identified in Schedule A attached hereto;

WHEREAS, ASSIGNOR wishes to confirm the assignment of its entire interests in such TRADEMARKS to **McCormick Scientific, LLC**, a Missouri limited liability company (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to confirm acceptance of the assignment of such TRADEMARKS;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that effective as of December 31, 2004, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR assigns and transfers to ASSIGNEE all right, title and interest of ASSIGNOR in and to said TRADEMARKS, worldwide, including the right to seek and obtain for ASSIGNEE's own benefit injunctive relief, recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

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

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

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this assignment to be signed effective on the date set forth above.

ASSIGNOR: Sherwood Services AG

By:

Name:

Title:

ASSIGNEE: McCormick Scientific, LLC

By: *Douglas L. Martin*

DOUGLAS L. MARTIN

Name:

Title: *PRESIDENT + CEO*

TRADEMARK

REEL: 003087 FRAME: 0992

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this assignment to be signed effective on the date set forth above.

ASSIGNOR: Sherwood Services AG

By:



Name: F. Brad Salcedo
Title: Chief Executive Officer

ASSIGNEE: McCormick Scientific, LLC

By:

Name:
Title: