

5/9/05

RECORDED

05-11-2005

Docket No.:

TRADEMARKS



LY

argon 5

Tab settings

To the Director of the United States Patent and Trade

103000085

inal documents or copy thereof.

1. Name of conveying party(ies): 2005 MAY -9 AM 9: 74
Maxxim Medical, Inc.
4750 118th Ave. North
Clearwater, FL 33762

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company of Delaware

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other
 - Association
 - Limited Partnership
 - Merger
 - Change of Name

Execution Date: November 10, 2003

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

Name: Maxmed Acquisition, LLC

Internal Address: One Medline Place, Mundelein, IL

Street Address: One Medline Place

City: Mundelein State: IL ZIP: 60060

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company of Delaware

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

2637220
2617794
1147579

Additional numbers Yes No

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

Name: Kenneth M. Bush

Internal Address: Bush Intellectual Property Law Group

P.O. Box 381146

Birmingham, AL 35238

Street Address: Bush Intellectual Property Law Group

P.O. Box 381146

City: Birmingham State: AL ZIP: 35238

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

Kenneth M. Bush
Name of Person Signing

[Signature]
Signature

5-5-05
Date

05/10/2005 ECDUPER 00000182 2637220 Total number of pages including cover sheet, attachments, and 5

82 FE:8522

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

000144502
ECDUPER
05/10/2005
CHECK Refund Total: \$37.00

TRADEMARK
REEL: 003158 FRAME: 0816

TRADEMARK ASSIGNMENT

This Trademark Assignment is made between Maxxim Medical, Inc., a Delaware corporation, having a place of business at 4750 118th Avenue North, Clearwater, FL 33762 ("Assignor"), and Maxmed Acquisition, LLC, a Delaware limited liability company, having a place of business at One Medline Place, Mundelein, IL 60060 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November ~~10th~~^{10th}, 2003 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell to Assignee the Purchased Assets (as defined in the Purchase Agreement) and all of Assignor's 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") and the entire business to which the Trademarks pertain.

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, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its 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 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.

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

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

6. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of November 10th, 2003

ASSIGNOR:

MAXXIM MEDICAL, INC.

By: *Thomas Cochill*

Name: Thomas Cochill

Title: President and Chief Executive Officer

ASSIGNEE:

MAXMED ACQUISITION LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of November 10th, 2003

ASSIGNOR:

MAXXIM MEDICAL, INC.

By: _____

Name: Thomas Cochill

Title: President and Chief Executive Officer

ASSIGNEE:

MAXMED ACQUISITION LLC

By:  _____

Name: Alex Liberman

Title: Manager

Schedule A

U.S. Trademark Applications and Registrations

Mark	Application/ Registration No.	Application/ Registration Date	
SNIPER ELITE	2,637,220	10/15/02	✓
SNIPER	2,617,794	9/10/02	✓
ARGON	1,147,579	2/24/81	✓

1290705.1