

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cypress Medical Products, L.P.		03/30/2007	LIMITED PARTNERSHIP: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Northstar Healthcare Holdings Limited
<b>Street Address:</b>	Clarendon House, Church Street
<b>Internal Address:</b>	c/o Scott Davis, Codan Services Limited
<b>City:</b>	Hamilton
<b>State/Country:</b>	BERMUDA
<b>Postal Code:</b>	HM DX
<b>Entity Type:</b>	CORPORATION: IRELAND

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	2517679	SATIN STRETCH
Registration Number:	2290445	FLUFF-E
Registration Number:	2300415	PRETECT
Registration Number:	2300416	PRETECT
Registration Number:	2520425	EQ-U-MED
Registration Number:	2243597	EQ-U-MED
Registration Number:	2243602	EQ-U-MED
Registration Number:	2400614	ISOKOTE
Registration Number:	2393979	ISOSAFE
Registration Number:	2474832	SYNTRILE
Registration Number:	2300004	GENESIS
Registration Number:	2423856	CYPRESS PLUS PFT
Registration Number:	2429170	NEXT GENERATION GLOVES

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Registration Number:	2451560	CYPRESS PLUS
Registration Number:	2447713	PROSERIES
Registration Number:	2421280	CODEBLUE
Registration Number:	2421339	CODEBLUE PF
Registration Number:	2523418	TRILON
Registration Number:	2523495	MC3
Registration Number:	2750794	PROKITS
Registration Number:	2840769	FOOD GUARD
Serial Number:	77123527	EVERFRESH
Registration Number:	2993145	CRYSTALVUE
Serial Number:	78863955	CYNERGY
Serial Number:	75488373	POSITOUCH
Serial Number:	75488552	SYNTHESIS
Serial Number:	75488556	ISOSAFE PLUS
Serial Number:	75876920	CYPRENE
Serial Number:	75909304	SYNTHESIS PF
Serial Number:	76514231	EVERFRESH

**CORRESPONDENCE DATA**

Fax Number: (415)983-1200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415-983-1274  
Email: rburlingame@pillsburylaw.com  
Correspondent Name: Robert B. Burlingame  
Address Line 1: P.O. Box 7880  
Address Line 2: Calendar/Docketing Department  
Address Line 4: San Francisco, CALIFORNIA 94120-7880

ATTORNEY DOCKET NUMBER: 056070/0000005/RBB

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Robert B. Burlingame

Signature: /Robert B. Burlingame/

Date:

04/03/2007

**Total Attachments: 6**

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## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS is made as of the 30<sup>th</sup> day of March 2007, by Cypress Medical Products, L.P., an Illinois limited partnership (the “Seller”), to Northstar Healthcare Holdings Limited, a non-resident Irish corporation resident in Bermuda (the “Assignee”).

### RECITALS

WHEREAS, the Assignee and the Seller are parties to that certain Asset Purchase Agreement dated as of February 16, 2007, by and among McKesson Medical-Surgical Global Sourcing LLC, a Delaware limited liability company, the Assignee, the Seller, Cypress Medical Products, Inc., an Illinois corporation and the sole general partner of the Seller, and the parties set forth on Exhibit A attached thereto (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, the Seller desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Seller’s worldwide right, title and interest in, to and under the trademarks and service marks (whether registered or unregistered), trade names and designs, together with all goodwill related to the foregoing owned by or licensed to the Seller, including but not limited to those items listed on Schedule A annexed hereto and incorporated herein by reference, and any and all renewals and extensions thereof (all of the foregoing being referred to herein as the “Trademarks”); and

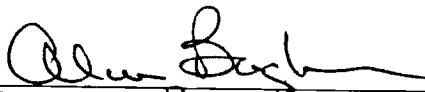
WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to promptly execute and deliver to the Assignee such agreements, certificates and other instruments of sale, conveyance, transfer and assignment and take such other action, as may be reasonably requested by the Assignee (a) to more effectively sell, convey, transfer and assign to and vest in the Assignee (or to put the Assignee in possession of) any of the Trademarks or (b) assist the Assignee in registering the Trademarks with the appropriate governmental entities in any jurisdiction requested by the Assignee.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby transfer and assign to the Assignee, and the Assignee hereby accepts the transfer and assignment of, all of the Seller’s worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for, and remedies against, past, present or future infringement of any Trademark, rights of priority and protection of interest therein, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Seller had this Assignment of Trademarks and Service Marks not been made.

This Assignment of Trademarks and Service Marks shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Delaware without regard to the conflict of law principles thereof.

IN WITNESS WHEREOF, the Seller and the Assignee have caused their duly authorized officers to execute this Assignment of Trademarks and Service Marks as of the date first above written.

CYPRESS MEDICAL PRODUCTS, L.P.

By:   
Name: Alan Sagwan  
Title: Pres

NORTHSTAR HEALTHCARE HOLDINGS  
LIMITED

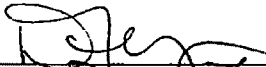
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Seller and the Assignee have caused their duly authorized officers to execute this Assignment of Trademarks and Service Marks as of the date first above written.

CYPRESS MEDICAL PRODUCTS, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NORTHSTAR HEALTHCARE HOLDINGS  
LIMITED

By:  \_\_\_\_\_  
Name: Dawn Ferguson  
Title: Asst. Sec.

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS]

SCHEDULE A

1. **Registered Trademarks and Service Marks and Pending Applications**

SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	MARK	CLASS/GOODS
75/305,328 6/9/97	2,517,679 12/11/01	SATIN STRETCH	010 medical products, namely, rubber gloves
75/305,348 6/9/97	2,290,445 11/2/99	FLUFF-E	005 medical products, namely, sterile and non-sterile bandages for skin wounds and/or surgical purposes
75/305,349 6/9/97	2,300,415 12/14/99	PRETECT	010 disposable apparel, namely, shoe covers and bouffant caps for medical use  025 disposable apparel, namely, shoe covers and bouffant caps for use in the food service area
75/305,363 6/9/97	2,300,416 12/14/99	PRETECT	010 apparel, namely, aprons for medical use  025 apparel, namely, aprons for use in the food service area
75/318,225 7/2/97	2,520,425 12/18/01	EQ-U-MED	020 durable medical equipment, namely, bed rails
75/318,226 7/2/97	2,243,597 5/4/99	EQ-U-MED	010 durable medical equipment, namely, crutches and walkers
75/318,753 7/2/97	2,243,602 5/4/99	EQ-U-MED	010 durable medical equipment, namely, canes
75/488,554 5/20/98	2,400,614 10/31/00	ISOKOTE	010 polymer coating sold as a component part of disposable gloves used in the medical field
75/488,555 5/20/98	2,393,979 10/10/00	ISOSAFE	010 disposable masks for medical use
75/591,634 11/19/98	2,474,832 8/7/01	SYNTRILE	010 disposable gloves for medical use
75/591,635 11/19/98	2,300,004 12/14/99	GENESIS	010 disposable gloves for medical use
75/563,719 10/5/98	2,423,856 1/23/01	CYPRESS PLUS PFT	010 disposable apparel, namely, gloves for medical use  021 disposable apparel, namely, plastic or latex gloves for use in the food service area

SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	MARK	CLASS/GOODS
75/591,628 11/19/98	2,429,170 2/20/01	NEXT GENERATION GLOVES	010 disposable gloves for medical use
75/598,034 12/2/98	2,451,560 5/15/01	CYPRESS PLUS	010 disposable apparel, namely, gloves for medical use
75/901,063 1/21/00	2,447,713 5/1/01	PROSERIES	010 diagnostic apparatus for the medical field, namely, manual and automatic sphygmomanometers, stethoscopes, pen lights, tape measures, disposable lancers, disposable airways, digital thermometers with disposable probe covers
75/901,062 1/21/00	2,421,280 1/16/01	CODEBLUE	010 disposable gloves for medical use
75/908,454 2/2/00	2,421,339 1/16/01	CODEBLUE PF	010 disposable gloves for medical use
75/931,357 2/29/00	2,523,418 12/25/01	TRILON	010 disposable gloves for medical use
76/032,856 4/24/00	2,523,495 12/25/01	MC3	010 disposable gloves for medical use
76/042,983 5/8/00	2,750,794 8/12/03	PROKITS	010 suture and skin staple remover kits comprised primarily of scissors, staple remover, forceps, gauze and preparation pads; minor laceration trays, tracheotomy and tracheostomy care trays; intravenous start kits comprised primarily of tourniquet, gauze, tape, preparation pads, gloves, bandages and dressing; and urological care kits comprised primarily of gauze sponge, preparation pads, towelettes, swabs, waterproof drape and ointment packet
76/261,666 5/23/01	2,840,769 5/11/04	FOOD GUARD	009 protective clothing for use in the food service area, namely, bouffant caps, beard covers, aprons, sleeve covers, and shoe covers  021 disposable latex and vinyl gloves for use in the food service industry  026 hair nets
77/123,527 3/6/07	Application Pending	EVERFRESH	003 toothpaste
78/265,336 6/20/03	2,993,145 9/6/05	CRYSTALVUE	009 microscope slides
78/863,955 4/18/06	Application Pending	CYNERGY	010 latex gloves for medical use



## 2. Unregistered Trademarks and Service Marks

SERIAL NO./ FILING DATE	MARK	CLASS/GOODS
75/488,373 5/20/98	POSITOUCH	010 disposable apparel, namely, gloves for use in the medical field
75/488,552 5/20/98	SYNTHESIS	010 disposable gloves for medical use
75/488,556 5/20/98	ISOSAFE PLUS	010 disposable masks for medical use
75/876,920 12/21/99	CYPRENE	010 disposable gloves for medical use
75/909,304 2/3/00	SYNTHESIS PF	010 disposable gloves for medical use
76/514,231 5/12/03	EVERFRESH	003 toothpaste, shaving cream, bath gel, aftershave lotions, shaving balm, skin cleansing lotion, cold cream, night cream, skin moisturizer, shaving lotion, skin clarifiers, skin soap, liquid soaps for hands, face and body, sun block preparations, sun screen preparations, and non-mediated skin care preparations
78/863,955 4/18/06	CYNERGY	010 EMT gloves

## 3. Trade Names

## 4. Designs