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	
Sage Products, Inc.		11/05/1999	CORPORATION: ILLINOIS	

RECEIVING PARTY DATA

Name:	Sherwood Services AG	
Street Address:	Victor von Bruns-Strasse 19	
City:	Neuhausen am Rheinfall	
State/Country:	SWITZERLAND	
Postal Code:	8212	
Entity Type:	CORPORATION: SWITZERLAND	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1969443	IN-ROOM
Registration Number:	1888352	SHARPSTAR
Registration Number:	1525003	IN-ROOM

CORRESPONDENCE DATA

Fax Number: (508)261-6225

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 508-261-6643

Email: iplegal@covidien.com

Correspondent Name: Tyco Healthcare Group LP

Address Line 1: 15 Hampshire Street

Address Line 4: Mansfield, MASSACHUSETTS 02048

ATTORNEY DOCKET NUMBER: SAGE PRODUCTS II

DOMESTIC REPRESENTATIVE

Name:

TRADEMARK REEL: 003616 FRAME: 0065 30.00

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Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Marilyn Baade
Signature:	/Marilyn Baade/
Date:	09/06/2007
Total Attachments: 4 source=SAGE II ASSIGNMENT#page1.tif source=SAGE II ASSIGNMENT#page2.tif source=SAGE II ASSIGNMENT#page3.tif source=SAGE II ASSIGNMENT#page4.tif	

TRADEMARK REEL: 003616 FRAME: 0066

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made on this 5th day of November, 1999, by and between Sage Products, Inc., an Illinois corporation ("Assignor"), and Sherwood Services AG, a Swiss corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has been engaged in the business of the research, development, design, manufacture, marketing, distribution and/or sale of sharps disposal and chemosafety product lines (the "Business");

WHEREAS, Assignee and its Affiliate are purchasing all of the assets of the Business contemporaneously herewith pursuant to an Asset Purchase Agreement dated November 5, 1999 (the "Asset Purchase Agreement") by and between Assignee and Assignor, together with certain of their Affiliates;

WHEREAS, Assignor has developed, conceived, acquired or otherwise owns certain intellectual property (hereinafter "Intellectual Property") which includes such assets as are described in Section 1 of the Asset Purchase Agreement as follows excepting therefrom items explicitly excluded by the provisions of the Asset Purchase Agreement:

- (i) Any and all U.S. and foreign registered and unregistered trademarks, trade names, trade dress, service marks, logos, slogans, copyrights, and applications therefor, owned by, or registered in the name of the Assignor (including all licenses with respect thereto) which are used in the Business including, without limitation, those which are listed in Exhibit A attached hereto, together with the goodwill of the Business symbolized by the foregoing;
- (ii) Any and all U.S. and foreign letters patent and patent applications of the Assignor (including all licenses with respect thereto), and all reissues, substitutes, extensions, renewals, continuations, continuations-in-part, and divisions of the foregoing which are used in or relate to the Business including, without limitation, those which are listed in Exhibit A attached hereto; and
- (iii) Assignor's right, title and interest in all technology, know-how, technical information, inventions, research records and other documentation, formulae, processes, techniques, technical information, manufacturing and engineering drawings and information and trade secrets which are used in or relate to the Business.

WHEREAS, Assignor wishes to assign such Intellectual Property to Assignee and Assignee wishes to accept the assignment of such Intellectual Property;

TRADEMARK REEL: 003616 FRAME: 0067 WHEREAS, this Intellectual Property Assignment, being further documentation of the assignments, transfers and conveyances provided for in the Asset Purchase Agreement, does not expand upon or limit the rights and obligations as provided therein.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN Be it known that effective on the date hereof, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to said Intellectual Property, including the right to seek and obtain for Assignee's own benefit injunctive relief, or 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 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 Intellectual Property which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be executed as set forth below.

ASSIGNOR:	ASSIGNEE:
SAGE PRODUCTS, INC.	SHERWOOD SERVICES AG
By: Wincent W. Footra	Ву:
Its President	Its

Ø008/014

WHEREAS, this Intellectual Property Assignment, being further documentation of the assignments, transfers and conveyances provided for in the Asset Purchase Agreement, does not expand upon or limit the rights and obligations as provided therein.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN Be it known that effective on the date hereof, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to said Intellectual Property, including the right to seek and obtain for Assignee's own benefit injunctive relief, or 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 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 Intellectual Property which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be executed as set forth below.

ASSIGNOR:

ASSIGNEE:

By:

SAGE PRODUCTS, INC.

SHERWOOD SERVICES AG

By:_

Vincent W. Foglia Its President

Douglas E. Denninger

Its Chief Executive Officer

Trademark Listing 1(a) (iii)

<u>Description:</u>		Date	Serial Number	Registration Number
Trademarks Ov	wned by Sage Products:	····		
ZERO-IN		10/28/1997	75-115078	2108533
PATIENT ACCESS	SYSTEM	02/11/1997	74-725252	2036649
P.A.S.		01/28/1997	74-725251	2033516
IN-ROOM	,	04/23/1996	74-585075	1969443
SHARPSTAR		04/11/1995	74-491578	1888352
AUTODROP		12/21/1993	74-334642	1812849
IN-ROOM		02/14/1989	73-729558	1525003
Trademark Pending	<u>a:</u>			
BIOMAX				
	Application Date: Serial Number	04/27/1999 75-692626		
PHARMASAFETY				
	Application Date: Serial Number	09/14/1999 75-799346		

Dates of Maintenance & Fees

Mandatory filing for trademark registration with the USPTO:

Section 8 between 5-6 years - \$100 per category

Section 15 after 5 years - \$100 per category

Renewal fee at 10 years - \$300 per category

Renewal/Section 8 at 19th year - \$100 per category

(the USPTO is expected to raise prices in October 1999)

All other fees are dependent upon your attorney.

EXHIBIT A-1

TRADEMARK
EEL: 003616 FRAME: 0070

RECORDED: 09/06/2007