

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MD Scientific, LLC		10/01/2008	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hospira, Inc.		
<b>Street Address:</b>	275 N. Field Drive		
<b>Internal Address:</b>	NLEG, H1		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045-2579		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78763817	SUBQTOOL	
<b>Serial Number:</b>	78763835	RXTOOLS	
<b>Registration Number:</b>	3326902	ENDOTOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(224)212-2088		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	224-212-2895		
<b>Email:</b>	brian.woodworth@hospira.com		
<b>Correspondent Name:</b>	Brian R. Woodworth		
<b>Address Line 1:</b>	275 North Field Drive		
<b>Address Line 2:</b>	NLEG, H1		
<b>Address Line 4:</b>	Lake Forest, ILLINOIS 60045-2579		
<b>ATTORNEY DOCKET NUMBER:</b>	ENDOTOOL TMS		

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NAME OF SUBMITTER:	Brian R. Woodworth
Signature:	/BrianWoodworth/
Date:	10/14/2008
Total Attachments: 4 source=TM ASSIGN MDSCI#page1.tif source=TM ASSIGN MDSCI#page2.tif source=TM ASSIGN MDSCI#page3.tif source=TM ASSIGN MDSCI#page4.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made as of October 1, 2008, by MD Scientific, LLC, a North Carolina limited liability company ("Assignor") to Hospira, Inc., a Delaware corporation ("Assignee").

### RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of September 8, 2008 (the "APA"). Capitalized terms used but not defined herein shall have the meanings given to them in the APA.

B. This Trademark Assignment is contemplated by the APA's Closing Agenda.

### AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assigned Trademarks. Assignor hereby transfers, assigns and delivers to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks listed on Exhibit A attached hereto (the "Assigned Trademarks"), together with the ongoing business and goodwill symbolized by the Assigned Trademarks, as well as all rights to sue for and recover and retain legal relief including damages, costs, expenses or attorneys' fees for present, past or future infringement of the Assigned Trademarks and all rights to sue for and obtain injunctive or other equitable relief for present, past or future infringement of the Assigned Trademarks, and any and all applications for registration, renewal registrations and applications for renewal registrations, extensions and foreign counterparts therefor or 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 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 Assignor had this Trademark Assignment not been made.

2. Terms of the APA. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the Agreement shall prevail.

3. Choice of Law, Jurisdiction. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be construed, governed and interpreted in accordance with the Laws of the State of New York, without regard to conflicts of laws principles. The parties hereto irrevocably waive any and all right to trial by judge or jury in any legal proceeding arising out of or related to this Trademark Assignment or the transactions contemplated hereby. The parties hereto recognize that bona fide disputes may arise which relate to their rights and obligations under this Trademark Assignment. Any such

dispute shall be resolved by alternative dispute resolution in accordance with the procedure set forth in Exhibit D of the APA.

4. Further Assurances. Assignor shall execute such documents and take such other action as Assignee may reasonably request to evidence and perfect the rights of Assignee in the assets conveyed to it pursuant to this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first written above.

MD SCIENTIFIC, LLC

By: *Shade M. Mecum*  
Name: SHADE M. MECUM  
Title: President, CEO

Acknowledgement

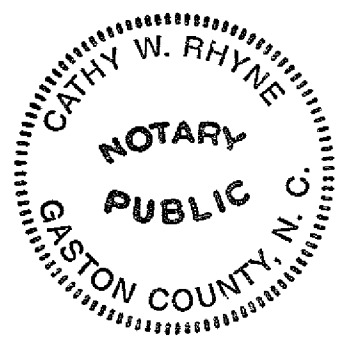
State of North Carolina  
County of Gaston

On this 30 day of Sept, 2008 before me, Shade M. Mecum, personally appeared CEO, president of MD Scientific, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

*Cathy W Rhyne*  
Notary Public

*Cathy W Rhyne*



My Commission Expires: 6-30-2011

**EXHIBIT A**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Registration Number</b>
<b>ENDOTOOL</b>	U.S.	78/763798	11/30/2005	10/30/2007	3,326,902
<b>SUBQTOOL</b>	U.S.	78/763,817	11/30/2005	Pending	N/A
<b>RXTOOLS</b>	U.S.	78/763,835	11/30/2005	Pending	N/A

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