

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hyperbranch Medical Technology, Inc.		12/23/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Becton, Dickinson and Company		
<b>Street Address:</b>	1 Becton Drive, MC 090		
<b>City:</b>	Franklin Lakes		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07417		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3551377	OCUSEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(201)847-5377		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	dawn_harley@bd.com		
<b>Correspondent Name:</b>	Becton, Dickinson and Company		
<b>Address Line 1:</b>	1 Becton Drive, MC 090		
<b>Address Line 4:</b>	Franklin Lakes, NEW JERSEY 07601		
<b>ATTORNEY DOCKET NUMBER:</b>	TMK20090002 OPH		
<b>NAME OF SUBMITTER:</b>	Deirdre Wall		
<b>Signature:</b>	/deirdre wall/		
<b>Date:</b>	01/08/2009		

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**Total Attachments: 3**

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EXHIBIT C

FORM OF TRADEMARK ASSIGNMENT

WORLDWIDE TRADEMARK ASSIGNMENT

THIS AGREEMENT is made as of 23 day of December 2008

BETWEEN:

Hyperbranch Medical Technology, Inc., a Delaware corporation, having its principal business address at 8396 Six Forks Road, Raleigh, North Carolina 27615 ("Assignor"),

AND

Becton, Dickinson and Company, a New Jersey corporation, having its principal business address at 1 Becton Drive, Franklin Lakes, New Jersey 07417 ("Assignee").

WITNESSETH:

WHEREAS, it has been agreed between the parties that the Assignor shall transfer to the Assignee all of its right, title and interest throughout the world in and to the trademark and trademark registration listed on the attached Schedule A (the "Trademark");

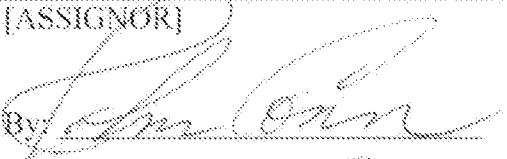
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

1. The Assignor hereby assigns, conveys and transfers to the Assignee all of its right, title and interest in and to the Trademark, whether registered or unregistered,

together with all of the goodwill of the business relating to the Trademark throughout the world.

2. The Assignor undertakes, at the request of the Assignee, to execute all documentation, including a confirmatory trademark assignment, as reasonably required by the Assignee, and generally to do everything reasonably necessary and proper, to aid Assignee, its successors, assigns and nominees, to obtain from Assignor, and to confirm title to, the Trademark.

IN WITNESS WHEREOF, the parties hereto have caused this Worldwide Trademark Assignment to be executed by their duly authorized officers as of the date first above written.

[ASSIGNOR]	[ASSIGNEE]
By: 	By: _____
Name: <u>John Covac</u>	Name: _____
Title: <u>President</u>	Title: _____

SCHEDULE "A"

Trademark	Country Name	Status Class(es)	Registration Number/Date
OCUSEAL	United States	Registered	3,551,377 December 23, 2008