

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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|   |  |                |                                 |
|---|--|----------------|---------------------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                               |                |                                 |
| NATURE OF CONVEYANCE:   | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                |                                 |
| CONVEYING PARTY DATA  |  |                |                                 |
| Name  | Formerly                                     | Execution Date | Entity Type                     |
| AbViser Medical, LLC  |  | 05/31/2012     | LIMITED LIABILITY COMPANY: UTAH |
| RECEIVING PARTY DATA  |  |                |                                 |
| Name:   | ConvaTec Technologies, Inc.                  |                |                                 |
| Street Address:   | 3993 Howard Hughes Parkway                   |                |                                 |
| City:   | Las Vegas                                    |                |                                 |
| State/Country:  | NEVADA                                       |                |                                 |
| Postal Code:  | 89169-0961                                   |                |                                 |
| Entity Type:  | CORPORATION: NEVADA                          |                |                                 |
| PROPERTY NUMBERS Total: 2   |  |                |                                 |
| Property Type   | Number                                       | Word Mark      |                                 |
| Registration Number:  | 2895898                                      | ABVISER        |                                 |
| Registration Number:  | 3236646                                      | AUTOVALVE      |                                 |
| CORRESPONDENCE DATA   |  |                |                                 |
| Fax Number:   | 9089042373                                   |                |                                 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                |                                 |
| Phone:  | 908-904-2308                                 |                |                                 |
| Email:  | christopher.bolinger@convatec.com            |                |                                 |
| Correspondent Name:   | Christopher Bolinger                         |                |                                 |
| Address Line 1:   | 100 Headquarters Park Drive                  |                |                                 |
| Address Line 4:   | Skillman, NEW JERSEY 08558                   |                |                                 |
| ATTORNEY DOCKET NUMBER:   | ABVISER ASSIGN #1                            |                |                                 |
| NAME OF SUBMITTER:  | Christopher Bolinger                         |                |                                 |
| Signature:  | /cnb/  |                |                                 |

CH \$65.00 2895898

Date:

06/15/2012

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is delivered pursuant to the Closing under that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of the date hereof, by and among AbViser Medical, LLC, as the "Seller," ConvaTec, Inc. ("ConvaTec") and ConvaTec Technologies, Inc. ("CT" and ConvaTec and CT being, collectively, the "Purchasers" and each a "Purchaser"). Capitalized terms used in this Trademark Assignment without definition have the respective meanings given to them in the Purchase Agreement

The Seller has delivered this instrument signed by the Seller to enable CT to file it with any appropriate Governmental Authority to indicate ownership of Intellectual Property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of CT under the Purchase Agreement and other instruments of transfer delivered in connection with the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this instrument, the Seller sells, assigns, transfers, conveys, and delivers to CT all of the Seller's right, title, and interest in and to:

(a) the registered and unregistered trademarks, service marks and trade names and applications for registration of trademarks and service marks specifically listed in Annex A to this Trademark Assignment (collectively, the "Marks"); and

(b) the following properties and rights with respect to all Marks so listed in Annex A:

(i) all goodwill associated with the business related to the Marks together with all rights to use, license and otherwise exploit the Marks;

(ii) any and all registered Marks and applications for registration of the United States that have been or may be granted or filed, respectively, with respect to such Marks;

(iii) all foreign Marks that may claim priority based on and correspond to the Marks listed in Annex A;

(iv) all income, royalties, damages, and payments hereafter due or payable to the Seller with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark;

(v) all rights in and under the Marks to the fullest extent allowed by law as fully as the Seller would have held the same in the absence of this assignment; and

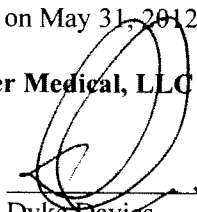
(vi) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Marks, including the right to fully and entirely replace the Seller in all related matters.

This assignment is made in connection with the sale of the entire business to which the Marks relate. As of the date set forth below, CT has succeeded to all right, title, and standing of the Seller to: (a) receive all rights and benefits pertaining to the Marks and related rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that CT, in its sole discretion, may elect in relation to the Marks described above. This Trademark Assignment (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument or

facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and (d) may be signed in counterparts as provided in Article 7 of the Purchase Agreement.

The undersigned has signed this Trademark Assignment on May 31, 2012.

**AbViser Medical, LLC**

By:   
Name: Dyke Davies  
Title: Chief Executive Officer

STATE OF: NEW JERSEY  
COUNTY OF: SOMERSET

On May 31, 2012 before me, Christine L. O'Rourke (the undersigned notary), personally appeared Dyke Davies 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/she executed the same in his/her authorized capacity, and that by his/her 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.

Christine L. O'Rourke  
Notary Public

My commission expires: 8/11/2016

(Notary Seal)

CHRISTINE L. O'ROURKE  
ID # 2235783  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/11/2016

**ANNEX A TO TRADEMARK ASSIGNMENT**

(1) Names and Slogans:

- a. AbViser
- b. AbViser AutoValve
- c. AbViser IAP Monitor
- d. AbViser Intra- Abdominal Pressure Monitoring System
- e. AbViser One Step AbViser Intra- Abdominal Pressure Monitoring
- f. AbViser AutoValve Intra- Abdominal Pressure Monitoring System
- g. AbViser IAP Mobile Monitor
- h. AbViser IAP Monitoring Devise
- i. Elegant Solutions for Complex Issues

(2) Logos:

**AbViser<sup>®</sup>**  
**AutoValve<sup>®</sup>**

**AbViser<sup>®</sup>**  
**IAP Monitor**

(4) Registered Trademarks:

| <b>Matter ID</b> | <b>Trademark</b> | <b>Country</b>     | <b>Serial No.</b> | <b>Filing Date</b> | <b>Reg. No.</b> | <b>Issue Date</b> |
|------------------|------------------|--------------------|-------------------|--------------------|-----------------|-------------------|
| 2078-TM1989CA    | ABVISER          | Canada (CA)        | 1,215,561         | 5/3/2004           | TMA644,027      | 7/11/2005         |
| 2078-TM1989CT    | ABVISER          | Community (CT)     | 3814969           | 5/3/2004           | 3814969         | 9/8/2005          |
| 2078-TM1989JP    | ABVISER          | Japan (JP)         | 2004-41759        | 5/6/2004           | 4838915         | 2/10/2005         |
| 2078-TM1989US    | ABVISER          | United States (US) | 78/322,968        | 11/4/2003          | 2,895,898       | 10/19/2004        |
| 2078-TM2446US    | AUTOVALVE        | United States (US) | 78/843,631        | 3/22/2006          | 3,236,646       | 5/1/2007          |

(b) Common Law Trademarks:

1. AbViser
2. AutoValve
3. Elegant Solutions for Complex Issues