TRADEMARK ASSIGNMENT

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
Becton, Dickinson and Company		106/25/2009 I	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	3M Company
Street Address:	2501 Hudson Road
Internal Address:	220-9E-01
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55133
Entity Type:	COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2019621	ACCU-BEEP
Registration Number:	1141176	ACE
Registration Number:	0507884	ACE
Registration Number:	1399295	ACE
Registration Number:	3023819	ACE
Registration Number:	3041051	ACE GOLD
Registration Number:	3028846	ACE
Registration Number:	3542038	ACE
Registration Number:	3037943	ACTIVEZONE.COM
Registration Number:	3200652	APPLY DIRECTLY TO EVERYDAY LIFE
Registration Number:	1075875	BAUER & BLACK
Registration Number:	2041176	ELASTO-PREENE
Registration Number:	1158998	GO FOR ITWITH CONFIDENCE

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Registration Number:	0955258	PEG
Registration Number:	2167278	POLAR-PREENE
Registration Number:	3278042	TEKZONE
Registration Number:	1352636	TRU-FIT
Registration Number:	1879915	TRU-FIT

CORRESPONDENCE DATA

Fax Number: (651)736-3783

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

Phone: 651-736-3773

Email: trademarks@mmm.com

Correspondent Name: Sarah Lockner
Address Line 1: 2501 Hudson Road
Address Line 2: Bldg. 220-9E-01

Address Line 4: St. Paul, MINNESOTA 55133

ATTORNEY DOCKET NUMBER:	0901897
NAME OF SUBMITTER:	Sarah A. Lockner
Signature:	/Sarah A. Lockner/
Date:	10/09/2009

Total Attachments: 3

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UNITED STATES ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, Becton, Dickinson and Company, a corporation of New Jersey, 1 Becton Drive, Franklin Lakes, New Jersey 07417, U.S.A. ("Assignor"), entered into an Asset Purchase Agreement dated June 25, 2009, with 3M Company, a corporation of Delaware, 3M Center, 2501 Hudson Road, St. Paul, Minnesota 55144, U.S.A. ("Assignee"); and

WHEREAS, Assignor is the owner of the trademarks and service marks listed and described in Schedule A attached hereto and by this reference incorporated herein,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby assign and transfer unto Assignee all right, title, and interest in and to the trademarks and service marks listed and described in Schedule A, together with the goodwill of the business symbolized thereby as well as the right to sue for past infringement and the right to collect damages therefore. Where such trademarks or service marks also are used as trade or business names, Assignor does hereby also assign and transfer unto Assignee all right, title, and interest in and to such trade or business names, together with the goodwill of the business symbolized thereby as well as the right to sue for past infringement and the right to collect damages therefore.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the trademarks, service marks, and trade and business names.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this day of Septen Co., 2009.

Becton, Dickinson and Company

Name: David W. Highet

Its: Vice President, Chief Intellectual Property Counsel

On this day of 2009, before me, personally appeared David W. Highet, who acknowledged to me that he executed the foregoing Assignment document in his duly authorized capacity as Vice President, Chief Intellegnal Property Counsel of Becton, Dickinson and Company, and for the purpose therein set forth.

Notary Sa**janna Kristen Harle**y **Notary Public**

BERGEN COUNTY, NEW JERSEY Commission Expires 1/24/2014

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IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed day of	thi
3M Company By: Name: Robert W. Sprague Its: Assistant Secretary	
On this	13
Notary Signature CHRIS JOHNSON Notary Public Minnesota My Commission Entires Jenuary 31, 2012	

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SCHEDULE A

<u>Marks</u>	Registration Nos.	Registration Dates
ACCU-BEEP	2019621	26-Nov-1996
ACE	1141176	04-Nov-1980
ACE	507884	22-Mar-1949
ACE	1399295	01-Jul-1986
ACE	3023819	06-Dec-2005
ACE GOLD	3041051	10-Jan-2006
ACE AND DESIGN	3028846	13-Dec-2005
ACE AND DESIGN	3542038	02-Dec-2008
ACTIVEZONE,COM	3037943	03-Jan-2006
APPLY DIRECTLY TO EVERYDAY LIFE	3200652	23-Jan-2007
BAUER & BLACK	1075875	25-Oct-1977
ELASTO-PREENE	2041176	25-Feb-1997
GO FOR ITWITH CONFIDENCE	1158998	30-Jun-1981
PEG	955258	13-Mar-1973
POLAR-PREENE	2167278	23-Jun-1998
TEKZONE	3278042	07-Aug-2007
TRU-FIT	1352636	06-Aug-1985
TRU-FIT IN DESIGN	1879915	21-Peb-1995

RECORDED: 10/09/2009

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