

**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		07/30/2010	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	Sizzle Sales Co. (UK) Limited
Street Address:	Waterloo Industrial Estate Waterloo Road
Internal Address:	Bidford-on-Avon
City:	Warwickshire
State/Country:	UNITED KINGDOM
Postal Code:	B504JH
Entity Type:	private company: UNITED KINGDOM

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3371120	CUSTOMEYES

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-981-3483  
 Email: dclark@sidley.com  
 Correspondent Name: Dusan Clark, Esq.  
 Address Line 1: Sidley Austin LLP  
 Address Line 2: 717 N. Harwood St., Suite 3400  
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 49072-10030

**DOMESTIC REPRESENTATIVE**

Name:

**900168526**

**TRADEMARK  
 REEL: 004253 FRAME: 0362**

**CH \$40.00 3371120**

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/03/2010

**Total Attachments: 8**

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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is dated as of July 30, 2010 (the “Closing Date”), by and among:

(A) BEAVER-VISITEC INTERNATIONAL (US), INC., a company incorporated in Delaware, having its principle place of business at 411 Waverly Oaks Rd, Waltham, Massachusetts, 02452-8422 (“BVI”);

(B) SIZZLE SALES CO. (UK) LIMITED, a private company limited by shares incorporated in the United Kingdom, having its principle place of business at Waterloo Industrial Estate Waterloo Road, Bidford-on-Avon, Warwickshire, B504JH, United Kingdom (“Sizzle,” and together with BVI US, each an “Assignee” and collectively, the “Assignees”); and

(C) BECTON, DICKINSON AND COMPANY, a company incorporated in New Jersey, having its principle place of business at 1 Becton Drive, Franklin Lakes, New Jersey (“Seller or Assignor”).

Capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of May 28, 2010, by and among Beaver-Visitec International Holdings, Inc. (f/k/a Sizzle Holdings Corp.), a company incorporated in Delaware, the Assignor, and certain other affiliates of the foregoing (the “Asset Purchase Agreement”).

## **RECITALS**

**WHEREAS**, the Assignor has adopted and used and are using in commerce the marks set forth in the attached Schedule A (collectively, the “Marks”); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignees wish to acquire from the Assignor, and the Assignor wishes to transfer to Assignees, said Marks and the goodwill associated with such Marks as set forth on Schedule A;

**WHEREAS**, in conjunction with this Marks Assignment, each Assignee is acquiring the portion of Assignor’s business to which the Marks being assigned to such Assignee pertain; and

**WHEREAS**, all of the terms and conditions precedent provided in the Asset Purchase Agreement have been met and performed by the respective parties thereto, and the Assignor and Assignees now desire to carry out the intent and purpose of the Asset Purchase Agreement by the Assignor’s execution and delivery to the Assignees of this instrument evidencing the assignment by the Assignor and the assumption by Assignees of all the Marks in accordance with Schedule A.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective as of the Closing Date, the Assignor hereby assigns to the applicable Assignee all rights, title and interests in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks, as set forth on Schedule A.

Section 2. Effective upon the Closing Date, the Assignor authorizes and requests the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration, to record the applicable Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks being assigned to such Assignee in accordance with Schedule A.

Section 3. After the Closing Date and at any Assignee's request, the Assignor will, at such Assignee's sole expense, provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials) to obtain, perfect, and defend the Marks in the United States or any foreign country.

Section 4. Each of the Assignor and Assignees hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

Section 5. The rights and obligations of the parties shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Section 6. This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**[Signatures Follow On a Separate Page]**

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be signed by its duly authorized officer as of the date first written above.

“Assignor”

**BECTON, DICKINSON AND COMPANY**

By: *Richard A. Carbone*  
Name: Richard A. Carbone  
Title: Assistant Secretary

[Jurisdiction], Passaic County, N.J.  
\_\_\_\_\_ [city/county] \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned notary public,  
Day Month

personally appeared Richard A. Carbone  
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which  
was/were N.J. drivers license

Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and  
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

as Assistant Secretary for  
Title of Office  
Becton, Dickinson and Company

MARY LOU KITTREN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 8, 2013

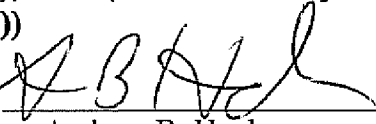
Mary Lou Kittren  
Signature of Notary Public

Place Notary Seal and/or Stamp above

ACCEPTED:

“Assignee”

**BEAVER-VISITEC INTERNATIONAL  
(US), INC. (f/k/a Sizzle Acquisition Co.  
(US))**

By:   
Name: Andrew B. Hochman  
Title: Vice President, Secretary and  
Treasurer

Illinois

Lake County, Illinois, ss.

On this 28<sup>th</sup> day of July, 2010, before me, the undersigned notary public,  
Day Month

personally appeared Andrew B. Hochman,  
Name (s) of Signer(s)

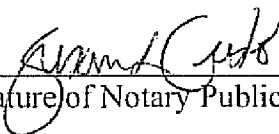
proved to me through satisfactory evidence of identification, which  
was/were United States Passport,  
Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and  
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

as Vice President, Secretary and Treasurer for  
Title of Office

Beaver-Visitec International (US), Inc.



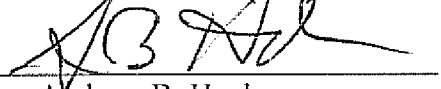
  
Signature of Notary Public

Place Notary Seal and/or Stamp above

ACCEPTED:

"Assignee"

**SIZZLE SALES CO. (UK) LIMITED**

By: 

Name: Andrew B. Hochman

Title: Director

Illinois

Lake County, Illinois, ss.

On this 28<sup>th</sup> day of July, 2010, before me, the undersigned notary public,  
Day Month

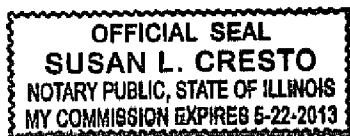
personally appeared Andrew B. Hochman,  
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which  
was/were United States Passport,  
Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and  
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

as Director for  
Title of Office

Sizzle Sales Co. (UK) Limited



  
Signature of Notary Public

Place Notary Seal and/or Stamp above

**Schedule A**

**Beaver-Visitec International (US), Inc.:**

<b>Trademark</b>	<b>Country</b>	<b>Case Number Class(es)</b>	<b>Sub Case Number/Date</b>	<b>Status Number/Date</b>
<b>ARTHRO-LOK</b>	TMK 19964586	Registered	TO94C002253	684479
	Italy	10 Int.	12-Aug-94	25-Jul-96
<b>ARTHRO-LOK</b>	TMK 19990081	Registered	510717	311677
	Canada	10 Int.	6-Oct-83	28-Feb-86
<b>ARTHRO-LOK</b>	TMK 19990139	Registered	B1204414	B1204414
	United Kingdom	10 Int.	25-Apr-83	25-Apr-83
<b>ARTHRO-LOK</b>	TMK 20040120	Registered	78417490	2951829
	United States of America	10 Int.	12-May-04	17-May-05
<b>BEAVER</b>	TMK 19962097	Registered	4018	P355659
	Switzerland	10 Int.	15-Jun-87	15-Jun-87
<b>BEAVER</b>	TMK 19962103	Registered	384481	VR198201140
	Denmark	10 Int.	15-Sep-81	5-Mar-92
<b>BEAVER</b>	TMK 19962107	Registered	19812589	114506
	Norway	10 Int.	23-Sep-81	18-Aug-83
<b>BEAVER</b>	TMK 19962109	Registered	996676	996676
	Spain	10 Int.	8-Feb-82	20-Dec-82
<b>BEAVER</b>	TMK 19962111	Registered	53689	53689
	Israel	10 Int.	3-Feb-82	3-Feb-89
<b>BEAVER</b>	TMK 19962112	Registered	173181982	2022860
	Japan	10 Int.	3-Mar-82	23-Feb-88
<b>BEAVER</b>	TMK 19962113	Registered	624	316709
	Switzerland	10 Int.	2-Feb-82	21-Sep-82
<b>BEAVER</b>	TMK 19962114	Registered	375392	375392
	Australia	10 Int.	12-May-82	12-May-89
<b>BEAVER</b>	TMK 19962116	Registered	458490	458490
	Australia	10 Int.	12-May-82	12-May-89
<b>BEAVER</b>	TMK 19962469	Registered	515271	515271
	India	10 Int.	18-Aug-89	18-Aug-89
<b>BEAVER</b>	TMK 19963041	Registered	B9165910Wz	2004390
	Germany	10 Int.	21-Dec-90	25-Sep-91
<b>BEAVER</b>	TMK 19963550	Registered	73341216	1208093
	United States of America	10 Int.	11-Dec-81	14-Sep-82
<b>BEAVER</b>	TMK 19964320	Registered	171931	441334
	Mexico	10 Int.	30-Jun-93	6-Sep-93
<b>BEAVER</b>	TMK 19975493	Registered	97687939	97687939
	France	10 Int.	18-Jul-97	18-Jul-97
<b>BEAVER</b>	TMK 19975494	Registered	133954	133954
	Greece	10 Int.	24-Jul-97	17-Mar-99
<b>BEAVER</b>	TMK 19975498	Registered	9711798	9711798
	South Africa	10 Int.	6-Aug-97	6-Aug-97
<b>BEAVER WITH DESIGN</b>	TMK 19962078	Registered	478,632	276,536
	Canada	10 Int.	20-Nov-81	30-Sep-97



<b>Trademark</b>	<b>Country</b>	<b>Case Number Class(es)</b>	<b>Sub Case Number/Date</b>	<b>Status Number/Date</b>
<b>BEAVER WITH DESIGN</b>	TMK 19962092	Registered	B8221010W	1120437
	Germany	08 Int., 10 Int.	14-Jul-87	14-May-88
<b>BEAVER WITH DESIGN</b>	TMK 19962093	Registered	41205C87	794208
	Italy	10 Int.	24-Jul-87	11-May-89
<b>BEAVER WITH DESIGN</b>	TMK 19990082	Registered	586.630	347.776
	Canada	10 Int.	24-Jun-87	11-Nov-88
<b>MICRO-BLADE</b>	TMK 19962080	Registered	B8295910W	1189081
	Germany	10 Int.	16-Oct-87	16-Oct-87
<b>MICRO-BLADE</b>	TMK 19962081	Registered	41535C87	794660
	Italy	10 Int.	28-Sep-87	12-May-89
<b>MICRO-BLADE</b>	TMK 19990086	Registered	592.020	347.042
	Canada	10 Int.	18-Sep-87	21-Oct-88
<b>MICRO-SHARP</b>	TMK 19962100	Registered	41534C87	794661
	Italy	10 Int.	28-Sep-87	11-May-89
<b>MICRO-SHARP</b>	TMK 19963544	Registered	76705	1069334
	United States of America	10 Int.	9-Feb-76	12-Jul-77
<b>MICRO-SHARP</b>	TMK 19990087	Registered	591.366	347.080
	Canada	10 Int.	9-Sep-87	28-Oct-88
<b>MICRO-SHARP</b>	TMK 19990130	Registered	B8296010WZ	1191113
	Germany	10 Int.	16-Oct-87	2-Dec-94
<b>MICRO-UNITOME</b>	TMK 19962086	Registered	592.019	347.896
	Canada	10 Int.	18-Sep-87	10-Nov-88
<b>MICRO-UNITOME</b>	TMK 19962087	Registered	B8296110W	1122498
	Germany	10 Int.	16-Oct-87	26-May-88
<b>MICRO-UNITOME</b>	TMK 19962088	Registered	41533C87	794659
	Italy	10 Int.	28-Sep-87	11-May-89
<b>MICRO-UNITOME</b>	TMK 19962089	Registered	S62111033	2508790
	Japan	10 Int.	2-Oct-87	26-Feb-93
<b>MINI-BLADE</b>	TMK 19963536	Registered	72208527	824981
	United States of America	10 Int.	21-Dec-64	28-Feb-87
<b>OCUSEAL</b>	TMK 20090002	Registered	77319303	3551377
	United States of America	05 Int.	1-Nov-07	23-Dec-08
<b>OPTIMUM</b>	TMK 19964268	Registered	766907	445755
	Canada	10 Int.	21-Oct-94	28-Jul-95
<b>POCKET</b>	TMK 19962704	Registered	247037	1624959
	France	10 Int.	31-Oct-90	31-Oct-90
<b>POCKET</b>	TMK 19962705	Registered	B9095310	2030288
	Germany	10 Int.	4-Oct-90	15-Feb-93
<b>POCKET</b>	TMK 19962708	Registered	544590	140560
	Ireland	10 Int.	21-Sep-90	21-Sep-90
<b>POCKET</b>	TMK 19962709	Registered	100901	100901
	Greece	10 Int.	3-Oct-90	17-Jun-94
<b>POCKET</b>	TMK 19962711	Registered	752348	488398

Trademark	Country	Case Number Class(es)	Sub Case Number/Date	Status Number/Date
	Benelux	10 Int.	21-Sep-90	21-Sep-90
<b>POCKET</b>	TMK 19962712	Registered	1441746	1441746
	United Kingdom	10 Int.	25-Sep-90	25-Sep-90
<b>POCKET</b>	TMK 19962713	Registered	90-08569	247.711
	Sweden	10 Int.	20-Sep-90	2-Apr-93
<b>POCKET</b>	TMK 19962714	Registered	7075/1990.7	390530
	Switzerland	10 Int.	27-Sep-90	27-Sep-90
<b>POCKET</b>	TMK 19962716	Registered	90/4916	167734
	Norway	10 Int.	25-Sep-90	4-May-95
<b>POCKET</b>	TMK 19962717	Registered	267645	267645
	Portugal	10 Int.	26-Sep-90	28-Dec-92
<b>Xstar</b>	TMK 20060146	Registered	78953389	3253759
	United States of America	10 Int.	16-Aug-06	19-Jun-07
<b>XSTAR DESIGN</b>	TMK 19964810	Registered	74673928	1998820
	United States of America	10 Int.	15-May-95	3-Sep-96

**Sizzle Sales Co. (UK) Limited:**

Trademark	Country	Case Number Class(es)	Sub Case Number/Date	Status Number/Date
<b>CUSTOMEYES</b>	TMK 20000496	Registered	76048716	3371120
	United States of America	10 Int.	12-May-00	22-Jan-08
<b>VISITEC</b>	TMK 19986225	Registered	844201998	4343219
	Japan	10 Int.	1-Oct-98	10-Dec-99
<b>VISITEC WITH DESIGN</b>	TMK 19985742	Registered	720774	433403
	Canada	01 Int.	18-Jan-93	16-Sep-94
<b>VISITEC WITH DESIGN</b>	TMK 19990092	Registered	720773	438316
	Canada	10 Int.	24-Jun-94	27-Jan-95