



10-26-1998

U.S. DEPARTMENT OF

D

PATENT AND TRADEMARK OFFICE

10-08-1998



U.S. Patent & TMO/TM Mail Rcpt Dt. #33

100860588

To the Honorable Assistant Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
American Cyanamid Co.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) & address(es) attached? Yes No

2. Name and address of receiving party(ies)
Name: TYCO Group S.A.R.L.
Internal Address: _____
Street Address: 6, avenue Emile Reuter
City: Luexumberg State: _____ ZIP: L2420

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
10/22/1998 SBURNS 00000123 1091161
01 FC:481 40.00 OP

Additional numbers attached? Yes No

B. Trademark No.(s) 1,091,161

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Timothy J. Shea II
 Internal Address: Brown, Rudnick, Freed & Gesmer, P.C.
 Street Address: One Financial Center
 City: Boston State: MA ZIP: 02111
 Additional name(s) & address(es) attached? Yes No

6. Total # of applications and registrations involved: _____

7. Total fee (37 CFR 3:41).....\$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Timothy J. Shea II Timothy J. Shea II 29 September 1998
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document _____

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, American Cyanamid Company, a Maine, United States of America corporation (hereinafter referred to as "ASSIGNOR"), has developed, conceived, acquired or otherwise owns certain intellectual property (hereinafter referred to as "ASSIGNED INTELLECTUAL PROPERTY") which includes: (a) the patents and patent applications (including, without limitation, all counterparts thereof in any other country and all reissues, divisions, continuations, continuations-in-part, renewals and extensions of the foregoing) (collectively, "Patents"), identified in Appendix A attached hereto, including the right to claim the benefit of any priority dates or provisional applications relating thereto under any applicable laws, and any renewal, substitute or reissue thereof, for the full term for which the same may be granted; (b) the registrations and applications for registration of the trademarks (collectively, "Trademarks"), identified in Appendix B attached hereto, and any associated goodwill incident thereto, including the right to use such Trademarks in regard to products and services in classes not yet utilized but relating to the business of ASSIGNOR; and (c) the trade secrets and confidential information (collectively, "Know-how"), identified in Appendix C attached hereto, to the extent to which the same is related to manufacturing.

WHEREAS, ASSIGNOR wishes to assign such ASSIGNED INTELLECTUAL PROPERTY to Tyco Group S.a.r.l., a Luxembourg corporation (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to accept the assignment of such ASSIGNED INTELLECTUAL PROPERTY;

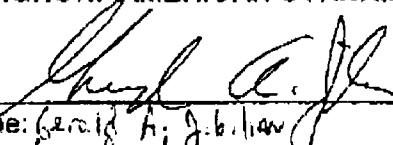
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that effective for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE all right, title and interest of ASSIGNOR in and to said ASSIGNED INTELLECTUAL PROPERTY.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

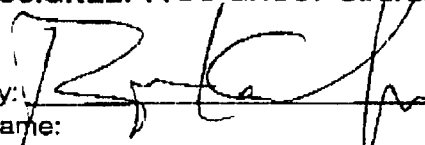
ASSIGNOR further covenants that ASSIGNEE will, upon ASSIGNEE's request, promptly execute and deliver to ASSIGNEE or its legal representative any and all papers or instruments required to maintain and enforce said ASSIGNED INTELLECTUAL PROPERTY which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this assignment to be signed this 27th day of February, 1998.

ASSIGNOR: AMERICAN CYANAMID COMPANY

By: 
Name: Gerald A. G. Lian
Title: Vice President

ASSIGNEE: TYCO GROUP S.A.R.L.

By: 
Name:
Title:

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TI. CROU U. S. A.	1091161	09MY1978	09MY1998	ACCO D&G	D&G	EPH	TML	35150
TI. CROU ALGERIA	19AP1973	23MR1993	23MR2003	ACCO D&G	ED&G	EPH	BEAU	18989
TI. CROU AFRICA IND	22MY1973	22MY1993	22MY2003	ACCO D&G	ED&G	EPH	CAZE	18988
TI. CROU ARGENTINA	904656	12A1007	21JUL1987	ACCO D&G	LD&G	EPH	MARV	30142
TI. CROU AUSTRALIA	258222	03MY1972	03MY1993	ACCO D&G	FD&G	EPH	OKMO	30143
TI. CROU AUSTRIA	72003	30JUL1992	30JUL2002	ACCO D&G	ED&G	EPH	HAMB	18991
TI. CROU BELGUX	14JUL1972	14JUL1992	14JUL2002	ACCO D&G	ED&G	EPH	NRKG	18994
TI. CROU BOLIVIA	190C1990	15JUL1992	15JUL2002	ACCO D&G	LD&G	EPH	SHEP	49802
TI. CROU BRAZIL	25618/73	20JUL1973	25MR1988	ACCO D&G	LD&G	EPH	NOMS	30144
TI. CROU BULGARIA	1282	26SEP1985	26SEP2005	ACCO D&G	ED&G	EPH	PAUN	44503