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1/27/00

01-27-2000



101250459

SHEET

111

Docket No.:

Tab settings

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tyco Group S.a.r.l.
2nd Floor
6, avenue Emile Reuter
LU - 2420 Luxembourg, Luxembourg

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **16 Oct. 1998 and 17 Nov. 1998 (amendment)**

2. Name and address of receiving party(ies):

Name: **Sherwood Services AG**

Internal Address:

Street Address: **Schwertstrasse 9**

City: **Schaffhausen** State: **CH** ZIP: **8200**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State **Switzerland**

Other

If assignee is not domiciled in the United States, a domestic designation is attached Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

see attachment

B. Trademark Registration No.(s)

see attachment

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Douglas E. Denninger, Reg. No. 31,752**

Internal Address:

Street Address: **Sherwood Services AG**

Schwertstrasse 9, Switzerland

City: **Schaffhausen** State: **CH** ZIP: **8200**

6. Total number of applications and registrations involved:

43

7. Total fee (37 CFR 3.41): \$ **\$1'720.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

500726

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.

Douglas E. Denninger

Name of Person Signing

Signature

24 January 2000

Date

Total number of pages including cover sheet, attachments, and

9 TRADEMARK

ACY Trademarks

Serial Number Registration Number

73/086/773
74/361860

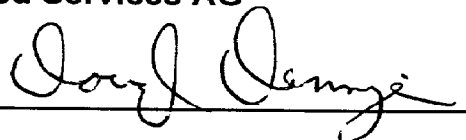
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1733984
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1752172
1767982
1787435
1867557
1870450
1982790
2038034
2168939

APPOINT OF DOMESTIC REPRESENTATIVES

The Chief Patent and Trademark Counsel, Tyco Healthcare Group LP, 15 Hampshire Street, Mansfield 02048, USA is hereby designated applicant's representative upon whom notices of process in proceedings affecting the scheduled marks may be served.

Sherwood Services AG

By: _____



Name: Douglas E. Denninger
Chief Executive Officer

Title: _____

Date of signature: 24 JAN 2000

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Tyco Group S.a.r.l., a Luxembourg corporation (hereinafter referred to as "ASSIGNOR"), has developed, conceived, acquired or otherwise owns certain intellectual property (hereinafter referred to as "INTELLECTUAL PROPERTY") which includes: (a) all domestic and foreign 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"), which are owned by ASSIGNOR, 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, specifically including, without limitation, the patents and patent applications identified in Appendix A attached hereto; (b) all domestic and foreign trademarks, service marks, trade names, trade dress, labels, logos and all other names and slogans (collectively "Trademarks") associated with any products or embodying associated goodwill of the business of ASSIGNOR related to such products, whether or not registered, and any applications or registrations therefor, and any associated goodwill incident thereto, owned by ASSIGNOR, 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, specifically including, without limitation, the registrations and applications for registration of the trademarks identified in Appendix B attached hereto; and (c) product specifications, processes, product designs, plans, ideas, concepts, manufacturing, engineering and other manuals and drawings, technical information, software including source code and object code instructions for controlling the operation of a central processing unit together with any corresponding documentation, data, research records, all promotional literature, customer and supplier lists and similar data and information, and all other confidential or proprietary technical and business information (regardless of the recording medium), including trade secrets (collectively, "Know-how"), owned by ASSIGNOR, only to the extent to which the same is related to manufacturing, specifically including, without limitation, the Know-how identified in Appendix C attached hereto.

WHEREAS, ASSIGNOR wishes to assign such INTELLECTUAL PROPERTY to Sherwood Services AG, a Swiss corporation (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to accept the assignment of such 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 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 ASSIGNOR 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 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 on the dates set forth below.

ASSIGNOR: Tyco Group S.a.r.l.

By: 

Name: Byron S. Kalogerou

Title: General Manager

Date: 10/09/98

ASSIGNEE: Sherwood Services AG

By: 

Name:

Title: 

Date: 16. Oct. 1998

E070998/bjd

AMENDMENT TO ASSIGNMENT
OF INTELLECTUAL PROPERTY

This amendment ("AMENDMENT") having an effective date of November 13, 1998 is between Tyco Group S.a.r.l., a Luxembourg corporation ("TYCO") and Sherwood Services AG, a Swiss corporation ("SHERWOOD").

WHEREAS, the Parties entered into an ASSIGNMENT OF INTELLECTUAL PROPERTY ("ASSIGNMENT") on October 16, 1998.

WHEREAS, the Parties intended that the date of said ASSIGNMENT be February 27, 1998.

NOW, THEREFORE, the Parties hereby agree that, in order to effectuate the original intent of the Parties, the ASSIGNMENT is amended by deleting the third paragraph thereof in its entirety and substituting in its place the following:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

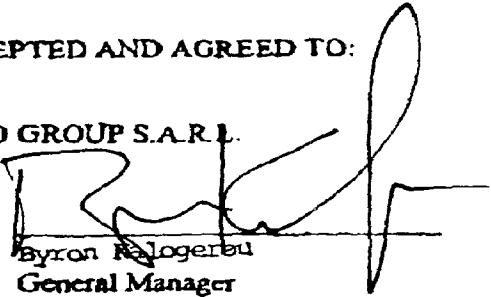
Be it known that effective February 27, 1998, for good and valuable consideration, the receipt of which is hereby acknowledged, TYCO hereby assigns and transfers to SHERWOOD all right, title, and interest of TYCO in and to said INTELLECTUAL PROPERTY, including the right to seek and obtain for SHERWOOD's own benefit injunctive relief, recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

Except as expressly amended hereby, the ASSIGNMENT shall continue in full force and effect as heretofore.

ACCEPTED AND AGREED TO:

TYCO GROUP S.A.R.L.

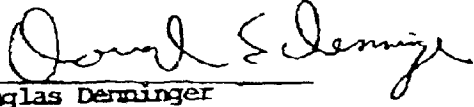
By:


Byron Palogerou
General Manager

Date: 11/17/98

SHERWOOD SERVICES AG

By:


Douglas Deminger
Chief Executive Officer

Date: 11/17/98

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Ctry	Trademark Name	Serial Number	Registration Number	Doc Number
TW	CARDIOPUNCH	79-54535	525203	T-1973
TW	SURGINE IN CHINESE CHA	80/20152	582351	T-3816
TW	PROTECT POINT	81057395	601898	T-2815
TW	APPOSE	81060912	601911	T-1557
TW	TI CRON IN CHINESE CHA		60352	T-4198
TW	TI CRON	60353	60353	T-1860
TW	DG DAVIS & GECK	67897	67897	T-2239
TW	DG DAVIS & GECK IN CHI	67898	67898	T-2240
TW	DG DAVIS & GECK	68908	68908	T-3302
TW	DG DAVIS & GECK IN CHI	68909	68909	T-2241
TW	SURGILON	84021965	708628	T-1239
TW	SURGILON	84021964	717724	T-1486
TW	MAXON	85010885	747256	T-3359
TZ	DEXON	18264	18264	T-2320
TZ	DG DAVIS & GECK	18259	B18259	T-3268
US	D-TACH	73/086/773		T-2035
US	DAVIS & GECK PRESTIGE	74/361860		T-1129
US	ATRAUMATIC	213774	0203122	T-1795
US	FLAXEDIL	71-572132	0524520	T-3094
US	DERMALENE	61102	0682255	T-2275
US	DERMALON	122590	0729519	T-2145
US	FLEXON	121960	0731616	T-2422
US	SURGILON	137185	0740701	T-3790
US	ATRAUMATIC	218598	0802787	T-1794
US	SURGILENE	257244	0839202	T-3151
US	PRE-OP	248286	0841696	T-3724
US	PRE-OP	275358	0858655	T-3725
US	PRE-OP	72-373882	0913316	T-3722
US	PRE-OP	361676	0924982	T-3721
US	PRE-OP	72-361675	0926997	T-3723
US	LUKI	390508	0936158	T-3512
US	DG DAVIS & GECK (DG AN	73-041433	1018772	T-1234
US	ROTO-GRIP	72367	1041699	T-2866
US	TI CRON	415792	1091161	T-1200
US	UNI-SPENSE	230136	1225846	T-4252
US	APPOSE	328185	1225867	T-1559
US	DG (LOGO) W/O WORD	399954	1301151	T-1204
US	NOVAFIL	409843	1301418	T-2723
US	MAXON	409846	1331440	T-3362
US	DEXON MESH	475377	1345527	T-2354
US	SOFTGUT	418268	1350114	T-3889
US	VALTRAC	542710	1379041	T-4281
US	V DESIGN (FOR APPOSE)	518647	1390668	T-4140
US	VITAL VUE	73/589703	1437896	T-2827
US	OPHTHALON	802530	1578834	T-2772
US	CARDIOPPOINT	73/839666	1600658	T-1803
US	MAXON	73/804251	1605386	T-1022

Ctry	Trademark Name	Serial Number	Registration Number	Doc Number
US	PRE-OP	73-822151	1624396	T-3719
US	CARDIOPUNCH	74-050731	1733984	T-1975
US	SOFTGUT	74/244844	1745343	T-3890
US	OWENS	74-205342	1752172	T-3568
US	POLYCAPROLATE	74-157907	1767982	T-3658
US	SELECT PAK	74-200425	1787435	T-3784
US	LAPRO LOOP	74202970	1867557	T-3495
US	LAPRO CLIP	74331487	1870450	T-3485
US	VASCUFIL	74/347352	1982790	T-2982
US	POLYTRIBOLATE	74-434903	2038034	T-3708
US	MAXON	75/172004	2168939	T-1023
UY	DERMALON	240294		T-1010
UY	ATRAUMATIC	79919	150242	T-1796
UY	VALTRAC	240295	240295	T-4282
UY	MAXON	240315	240315	T-3363
UY	APPOSE	240316	240316	T-1572
UY	FLEXON	240317	240317	T-1011
UY	TI CRON	240318	240318	T-4189
UY	SURGILON	240319	240319	T-3791
UY	SURGILENE	240320	240320	T-1024
UY	NOVAFIL	240321	240321	T-2721
UY	VISADUCT	240322	240322	T-4022
UY	DG DAVIS & GECK	172794	243028	T-3275
UY	POLYCAPROLATE	243122	243122	T-3659
UY	DAVIS & GECK	167442	244821	T-2102
VD	DG DAVIS & GECK LOGO	B77/5729	B77/5729	T-1469
VE	VITAL VUE	10115/90		T-1021
VE	CARDIOPUNCH	11852/90		T-1016
VE	VISADUCT	11961/89		T-1019
VE	POLYTRIBOLATE	15815/93		T-1014
VE	POLYTRIBOLATE	15816/93		T-1013
VE	VASCUFIL	25630/92		T-1020
VE	LAPRO CLIP	6015/93		T-1017
VE	POLYCAPROLATE	6635/91		T-1018
VE	CARDIOPOINT	8415/90		T-1015
VE	DG DAVIS & GECK	2629/80	103169	T-1473
VE	DG DAVIS & GECK	9159/80	107639	T-3279
VE	APPOSE	285/82	113800-F	T-1573
VE	NULENE	7309/82	117157F	T-2741
VE	MAXON	297/83	117540	T-3364
VE	TOPSTAT	4555-84	124026	T-4092
VE	NOVAFIL	10784/82	127311	T-2724
VE	VALTRAC	4604-86	134551	T-4283
VE	SOFTGUT WITH O DESIGN	1258/84	143126	T-3894
VE	ATRAUMATIC	5413	34706-F	T-1797
VE	DERMALON	6423	54502	T-1413
VE	VIRO-TEC	6271	54596	T-1863