

03-21-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RL 102025372 TRADEMARKS UNL I		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Batts, Inc. <i>L 26.02</i> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Tyco Plastics Services AG</u> Internal Address: _____ Address: _____ Street Address: <u>Schwertstrasse 9</u> City: <u>Schaffhausen</u> State: <u>CH</u> Zip: <u>8200</u> <input type="checkbox"/> Individual(s) citizenship: <u>Switzerland</u> <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: _____					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) see attached schedule			B. Trademark Registration No.(s) see attached schedule		
Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>F. Brad Salcedo</u> Internal Address: _____ _____ _____ Street Address: <u>Schwertstrasse 9</u> <u>Switzerland</u> City <u>Schaffhausen</u> State: <u>CH</u> Zip: <u>8200</u>			6. Total number of applications and registrations involved: 48		
			7. Total fee (37 CFR 3.41).....\$ <u>1'920.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>500726 (Sherwood Services AG)</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>F. Brad Salcedo, Reg. 43,076</u> <i>F. Brad Salcedo</i> <u>26 February 2002</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 6					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/20/2002 AAHMED1 00000036 500726 74159739

01 FC:481 40.00 CH
02 FC:482 1175.00 CH

TRADEMARK
REEL: 002464 FRAME: 0326

74/159739

APPOINTMENT 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 schedule marks may be served.

Tyco Plastics Services AG

By: F. Brad Salcedo

Name: F. Brad Salcedo

Title: Chief Executive Officer

Date of signature: 24 Feb. 2002

U.S. Trademark Applications and Registrations - SCHEDULE A

Trademark Name:	Application No:	Filing Date:	Registration No:	Reg. Date:	agent	Classes:	CaseNumber
ADJUSTA-LOC	74/159739	22. Apr 91	1777210	15. Jun 93	B&MC	20	SP1129
AFFINITY	74/036509	08-Mar-1990	1644091	07-May-1991	B&MC	20	SP1130
BATTS	72/242786	06. Apr 66	830732	20. Jun 67	B&MC	20	SP1131
BATTS AND DESIGN	73/535368	02-May-1985	1369829	12. Nov 85	B&MC	20	SP1132
BATTS DESIGNER SERIES	74/139645	12. Feb 91	1742301	22-Dec-1992	B&MC	20	SP1135
BELFRY	74/159669	22. Apr 91	1694831	16. Jun 92	B&MC	20	SP1137
CHAMPION	73/497424	31. Aug 84	1336872	21-May-1985	B&MC	20	SP1138
CLASSIC	73/585690	03-Mar-1986	1410702	23. Sep 86	B&MC	26	SP1139
COMFORT CLIP	75/617685	08. Jan 99	2444935	17. Apr 01	B&MC	20	SP1140
DROP CLIP	78/071189	27. Jun 01			B&MC	20	SP1143
ELEGANCE	73/497480	31. Aug 84	1336878	21-May-1985	B&MC	26	SP1145
FALCON	52019	12-May-1975	1031531	27. Jan 76	B&MC	20	SP1146
FHI AND DESIGN	74/720997	25. Aug 95	2109575	28-Oct-1997	B&MC	20, 40	SP1147
FLAIR	73/497474	31. Aug 84	1336877	21-May-1985	B&MC	26	SP1148
FOREVER HANGERS	74/720051	25. Aug 95	2184383	25. Aug 98	B&MC	20	SP1149
FOX CLIP	75/519151	15. Jul 98	2356118	06. Jun 00	B&MC	20	SP1150
FOX LOCK	73/630604	17. Nov 86	1452294	11. Aug 87	B&MC	26	SP1151
GEMINI	73/354419	15-Mar-1982	1228578	22. Feb 83	B&MC	20	SP1152
GENERATIONS	75/048865	26. Jan 96	2169960	30. Jun 98	B&MC	20	SP1281
GLOBAL	73/822754	31. Aug 89	1589065	27-Mar-1990	B&MC	20	SP1153
GRABBER	443074	07-Dec-1972	985148	28-May-1974	B&MC	50	SP1155
HANGER (DESIGN ONLY)	73/578379	21. Jan 86	1539855	16-May-1989	B&MC	26	SP1142
HARMONY	73/497473	31. Aug 84	1336876	21-May-1985	B&MC	20	SP1157
HERITAGE	73/497433	31. Aug 84	1336873	21-May-1985	B&MC	20	SP1158
HI-GRIP	72/058154	02. Sep 58	691798	19. Jan 60	B&MC	26	SP1159
HORIZON	73/636805	22-Dec-1986	1454412	25. Aug 87	B&MC	20	SP1161
JOHN THOMAS BATTS	72/242785	06. Apr 66	830731	20. Jun 67	B&MC	20	SP1162
KLINCHER	73/173488	08. Jun 78	1121890	10. Jul 79	B&MC	20	SP1164
LOW PROFILE	73/060347	13. Aug 75	1036861	30-Mar-1976	B&MC	20	SP1166
OLYMPIA	73/531115	08. Apr 85	1369193	05. Nov 85	B&MC	26	SP1167
PENNANT	73/497435	31. Aug 84	1336874	21-May-1985	B&MC	26	SP1168

SEE-LECT-EEZ	73/081622	26-Mar-1976	1048544	21. Sep 76	B&MC	20	SP1169
SHAPE-RITE	73/291210	29-Dec-1980	1214118	26-Oct-1982	B&MC	26	SP1171
SLIDE LOCK	73/208408	22-Mar-1979	1195457	11-May-1982	B&MC	20	SP1173
SLIP-NOTS	73/771539	27-Dec-1988	1554859	05. Sep 89	B&MC	26	SP1174
SOFT LOCK	73/821945	28. Aug 89	1336875	27-Mar-1990	B&MC	26	SP1177
SQUIRE	73/49/436	31. Aug 84	865082	21-May-1985	B&MC	26	SP1178
TEMPO	72/298312	16-May-1968	1462951	18. Feb 65	B&MC	26	SP1179
THE TAILOR	73/646384	25. Feb 87	1197330	27-Oct-1987	B&MC	26	SP1182
TOPS-PLUS	73/316318	25. Jul 81	1082738	08. Jun 82	B&MC	26	SP1183
TRADITIONAL	73/123414	30. Jun 77	1430394	17. Jan 78	B&MC	26	SP1184
TRIMLINE	73/611139	24. Jul 86	1452295	24. Feb 87	B&MC	26	SP1185
ULTRA	73/630833	17. Nov 86	1454411	11. Aug 87	B&MC	20	SP1186
UNIVERSAL	73/636606	22-Dec-1986	1422030	25. Aug 87	B&MC	20	SP1189
WISHBONE	73/602117	30-May-1986	919889	23-Dec-1986	B & G	20	SP1190
WISHBONE (DESIGN)	72/374297	26-Oct-1970	1369829	07. Sep 71	B&MC	20	SP1165
WISHBONE DESIGN	73/535368	02-May-1985	1391690	12. Nov 85	B&MC	26	SP1191
	73/560421	27. Sep 85		29. Apr 86			

TRADEMARK

REEL: 002464 FRAME: 0329

ASSIGNMENT OF TRADEMARKS

WHEREAS, Batts Inc., a corporation of Michigan (hereinafter referred to as "ASSIGNOR"), has developed, conceived, acquired or otherwise owns certain intellectual property which includes all domestic and foreign trademarks, service marks, trade names, trade dress, labels, logos and all other names and slogans 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 therefore, and any associated goodwill incident thereto, owned by ASSIGNOR (collectively "TRADEMARKS"), 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 the Schedule attached hereto;

WHEREAS, ASSIGNOR wishes to confirm the assignment of its entire interests in such TRADEMARKS to Tyco Plastics Services AG, a Swiss corporation (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to confirm acceptance of the assignment of such TRADEMARKS;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that effective April 9, 1999 for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR assigns and transfers to ASSIGNEE all right, title and interest of ASSIGNOR in and to said TRADEMARKS, including the right to seek and obtain for ASSIGNEE'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.

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 TRADEMARKS 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 effective on the date set forth above.

ASSIGNOR: BATTS INC.

By:



Name: M. Brian Moroze

Title: Secretary

Date: 2/25/2002

ASSIGNEE: TYCO PLASTICS SERVICES AG

By:



Name: F. Brad Salcedo

Title: Chief Executive Officer

Date: 26 Feb. 2002