



102356131

Tab settings

To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

OFFICE OF PATENT RECORDS

1. Name of conveying party(ies):

United States Surgical Corporation

1-17-03

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

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

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

Name: **Tyco Healthcare Group LP**

Internal Address:

Street Address: **150 Glover Avenue**

City: **Norwalk** State: **CT** ZIP: **06856**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership **Delaware**
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **January 15, 2003**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,173,249;  
2,153,983

Additional numbers attached?  Yes  No

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

Name: **Mark Farber**

Internal Address: **United States Surgical, a division of**

**Tyco Healthcare Group LP**

Street Address: **150 Glover Avenue**

City: **Norwalk** State: **CT** ZIP: **06856**

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ **S80.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**21-0550**

2/03/2003 LMUELLER 00000091 210550 2173249

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH  
02 FC:8522 25.00 CH

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.

**Mark Farber**

Name of Person Signing

Signature

**January 16, 2003**

Date

Total number of pages including cover sheet, attachments, and documents

4

TRADEMARK

**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS effective the 15th day of January, 2003 by and between United States Surgical Corporation, a Delaware corporation, and each of its Subsidiaries, having its principal place of business at 150 Glover Avenue, Norwalk, CT 06856 ("Assignor") and Tyco Healthcare Group LP, a Delaware limited partnership having its principal place of business at 150 Glover Avenue, Norwalk, CT 06856 ("Assignee").

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee has agreed to purchase Trademarks, Service Marks and Common Law Marks of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;

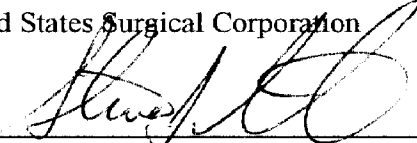
WHEREAS, Assignor owns all right, title and interest to and is the sole exclusive owner of the Trademarks, Service Marks and Common Law Marks, including but not limited to those identified in the attached Schedule A (the "Trademarks") and all registrations, applications and good will represented by the Trademarks;

WHEREAS, Assignor owns all right, title and interest to and is the sole exclusive owner of the Trademarks, Service Marks and Common Law Marks, including but not limited to those identified in the attached Schedule A (the "Trademarks") and all future registrations, applications and good will represented by the Trademarks;

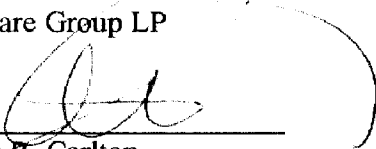
WHEREAS, Assignor desires to assign and transfer to Assignee, and its successors, assigns and legal representatives, Assignor's entire right, title, interest and the good will represented by the Trademarks, including the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights. Assignee is desirous of acquiring the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title, and interest in and to the Trademarks, all registrations, world-wide applications and the good will represented by the Trademarks. Assignor does further consent to the recordation of the Assignment by Assignee with the United States Commissioner of Trademarks or any similar foreign governmental agency.

IN WITNESS WHEREOF, Assignor and Assignee have executed this assignment as of the date first written above.

United States Surgical Corporation  
By:   
Name: Steven J. Amelio  
Title: Vice President

Agreed and accepted by Assignee:

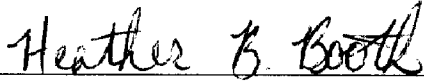
Tyco Healthcare Group LP  
By:   
Alan R. Carlton  
Assistant Secretary

STATE OF CONNECTICUT

SS:

COUNTY OF FAIRFIELD

On this 15<sup>th</sup> day of January, 2003, before me personally came Steven J. Amelio, to me known, who, being by me first duly sworn, did depose and say that he is the Vice President of United States Surgical Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name to such instrument by order of the Board of Directors of such corporation.




**HEATHER B. BOOTH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES 3/31/2006

STATE OF CONNECTICUT

SS:

COUNTY OF FAIRFIELD

On this 15<sup>th</sup> day of January, 2003, before me personally came Alan R. Carlton, to me known, who, being by me first duly sworn, did depose and say that he is the Assistant Secretary of the Assignee, Tyco Healthcare Group LP, the limited partnership described in and which executed the foregoing instrument; and that he signed his name to such instrument.



**HEATHER B. BOOTH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES 3/31/2006

**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>
VERSAPORT	Australia	655413	655413
VERSAPORT	Benelux	844080	570562
VERSAPORT	Canada	777472	526420
VERSAPORT	Chile	311179	462652
VERSAPORT	Denmark	01.908/95	03.160-1995
VERSAPORT	Finland	1461/95	143722
VERSAPORT	France	95562280	95562280
VERSAPORT	Germany	39510972.8	39510972
VERSAPORT	Italy	MI95C002491	724648
VERSAPORT	Japan	7-23816	3343865
VERSAPORT	Norway	951598	176926
VERSAPORT	Spain	1953584	1953584
VERSAPORT	Sweden	95-02899	307274
VERSAPORT	Switzerland	2285/1995.6	427087
VERSAPORT	United Kingdom	2013884	2013884
VERSAPORT	United States	74/572581	2173249
VERSASEAL	Australia	658083	658083
VERSASEAL	Austria	AM1984/95	159235
VERSASEAL	Benelux	845980	572331
VERSASEAL	Canada	779943	520495
VERSASEAL	Finland	3052/95	142999
VERSASEAL	France	95/566.718	95566718
VERSASEAL	Germany	39515360.3	39515360
VERSASEAL	Italy	MI95C003643	725669
VERSASEAL	Japan	7-35044	3349599
VERSASEAL	Norway	953403	176014
VERSASEAL	Spain	1959056	1959056
VERSASEAL	Sweden	95-04302	313159
VERSASEAL	Switzerland	6670/1995.7	431693
VERSASEAL	United Kingdom	2017088	2017088
VERSASEAL	United States	74/583547	2153983