

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TUBIFOAM LIMITED		06/26/2004	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	REGENT MEDICAL LIMITED
Street Address:	1 Silk Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2Y 8HQ
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	993345	HIBICLENS
Registration Number:	1310108	HIBICLENS
Registration Number:	1088483	HIBICLENS
Registration Number:	2792159	HIBISTAT
Registration Number:	597002	HIBITANE

CORRESPONDENCE DATA	
Fax Number:	(215)979-1020
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	215-979-1191
Email:	nkmclaughlin@duanemorris.com
Correspondent Name:	Duane Morris LLP
Address Line 1:	One Liberty Place
Address Line 2:	36th Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7396

ATTORNEY DOCKET NUMBER:	D0886-00064
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CH \$140.00 993345

DOMESTIC REPRESENTATIVE

Name: Duane Morris LLP
Address Line 1: One Liberty Place
Address Line 2: 36th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7396

NAME OF SUBMITTER:

Nicole K. McLaughlin

Total Attachments: 6
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DATED

26 June

2004

DLA

(1) TUBIFOAM LIMITED

- and -

(2) REGENT MEDICAL LIMITED

TRADE MARK ASSIGNMENT

BETWEEN

- (1) **TUBIFOAM LIMITED** a company incorporated in England under company number 00657860 whose registered office is at 35 New Bridge Street, London EC4U 6BW ("**Assignor**"); and
- (2) **REGENT MEDICAL LIMITED** a company incorporated in England under company number 5104407 whose registered office is at 1 Silk Street, London EC2Y 8HQ ("**Assignee**")

BACKGROUND

- A The Assignor is the proprietor of the registered trade marks and the trade mark applications listed in schedule 1 of this agreement ("**Trade Marks**").
- B The Assignor has agreed to assign and transfer all legal and beneficial right title and interest in and to the Trade Marks and all goodwill that may have accrued to the Assignor by its use of the Trade Marks to the Assignee and the Assignee has agreed to accept such assignment, subject to and in accordance with the terms of this assignment.

1. ASSIGNMENT

1.1 For good and valid consideration as described in section 4 of the sale and purchase agreement by and between (1) SSL International Plc (2) New Bridge Holdings BV (3) SSL Americas Inc (5) LRC Products Limited (6) the Assignee (7) Regent Medical Overseas Limited (8) Regent Medical Americas LLC Limited and (9) Regent Medical Holdings Limited dated 22 May 2004, paid by the Assignee to the Assignor (receipt of which is hereby acknowledged) the Assignor hereby agrees to assign or procure the assignment to the Assignee of:

1.1.1 all legal and beneficial rights title to and interest in and to the Trade Marks including any common law rights and for the avoidance of doubt all goodwill attributable and associated with the Trade Marks; and

1.1.2 the right to bring proceedings against any third party in respect of infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks, including the right to claim damages or such other relief as may be available in respect thereof.

1.2 The Assignor shall at the request of the Assignee execute or procure the execution of formal trade mark assignments and/or other documents in such form as the Assignee shall reasonably require for the purposes of effecting the assignment of any of the Trade Marks agreed to be assigned pursuant to clause 1.1.1 and/or the recordal at any national registry of the Assignee as the registered proprietor of any or all of the Trade Marks.

2. GOVERNING LAW AND JURISDICTION

The construction validity and performance of this assignment shall be governed in all respects by the laws of England and the parties hereto irrevocably submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this assignment or the legal relationships established by or in connection with this assignment.

IN WITNESS whereof the parties have executed this assignment as a deed on the date first above written.

SIGNED as a deed by Tubifoam Limited acting)
by its lawful attorney)
)

EXECUTED as a deed by Regent Medical)
Limited acting by two directors or one director and)
the secretary:)

Director

Director/Secretary

X 

1.2 The Assignor shall at the request of the Assignee execute or procure the execution of formal trade mark assignments and/or other documents in such form as the Assignee shall reasonably require for the purposes of effecting the assignment of any of the Trade Marks agreed to be assigned pursuant to clause 1.1.1 and/or the recordal at any national registry of the Assignee as the registered proprietor of any or all of the Trade Marks.

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Director

Director/Secretary

X *A. Deep*

SCHEDULE A

Territory	Registration No. Registration Date	Trademark Class	Status
United States	993345 24/09/74	HIBICLENS 5	Registered
United States	1310108 18/12/84	HIBICLENS 21	Registered
United States	1088483 04/04/78	HIBICLENS 5	Registered
United States	2792159 09/12/03	HIBISTAT 5	Registered
United States	597002 19/10/54	HIBITANE 5	Registered