

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Contribution Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Graphic Controls Corporation		04/01/1999	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	The Ludlow Company LP
Street Address:	273 Corporate Drive
City:	Portsmouth
State/Country:	NEW HAMPSHIRE
Postal Code:	03801
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	0985741	MEDI-TRACE
Registration Number:	1415689	MEDI-TRACE
Registration Number:	1446215	EKG SOL
Registration Number:	1608958	Q-TRACE
Registration Number:	1764347	BIOTAC
Registration Number:	1830785	LIFE TRACE
Registration Number:	1832066	LIFE TRACE
Registration Number:	1957845	MEDI TRACE

**CORRESPONDENCE DATA**

Fax Number: (508)261-6225  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: iplegal@tycohealthcare.com  
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 Address Line 4: Mansfield, MASSACHUSETTS 02048

CH \$215.00 0985741

NAME OF SUBMITTER:	Elizabeth A. O'Brien
Signature:	/eao/
Date:	03/28/2005
<b>Total Attachments: 9</b> source=GRAPHIC CONTROLS TO LUDLOW CO LP CONTRIB AGREEMT#page1.tif source=GRAPHIC CONTROLS TO LUDLOW CO LP CONTRIB AGREEMT#page2.tif source=GRAPHIC CONTROLS TO LUDLOW CO LP CONTRIB AGREEMT#page3.tif source=GRAPHIC CONTROLS TO LUDLOW CO LP CONTRIB AGREEMT#page4.tif source=GRAPHIC CONTROLS TO LUDLOW CO LP CONTRIB AGREEMT#page5.tif source=GRAPHIC CONTROLS TO LUDLOW CO LP CONTRIB AGREEMT#page6.tif source=GRAPHIC CONTROLS TO LUDLOW CO LP CONTRIB AGREEMT#page7.tif source=GRAPHIC CONTROLS TO LUDLOW CO LP CONTRIB AGREEMT#page8.tif source=GRAPHIC CONTROLS TO LUDLOW CO LP CONTRIB AGREEMT#page9.tif	

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**CONTRIBUTION AGREEMENT**

**by and among**

**GRAPHIC CONTROLS CORPORATION**

**and**

**THE LUDLOW COMPANY LP**

**Dated as of April 1, 1999**

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## **CONTRIBUTION AGREEMENT**

THIS CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between Graphic Controls Corporation, a New York corporation (the "Corporation"), and The Ludlow Company LP, a Delaware limited partnership (the "Partnership") as of this 1st day of April, 1999 (the "Contribution Date").

### **RECITALS**

1. The Corporation conducts a business involving the manufacture and sale of medical products and supplies in the United States (excluding the businesses conducted by the operating divisions, or relating to the product lines or technologies, described in Schedule 1.2 hereto, the "Business").

2. The Corporation wishes to contribute the Business (except the "Excluded Assets," as defined in Section 1.2 of this Agreement) as a capital contribution to the Partnership in exchange for a limited partnership interest in the Partnership as described in the Agreement of Limited Partnership of the Partnership (the "Partnership Agreement").

In consideration of the foregoing and the mutual representations, warranties, covenants, and agreements herein contained, the parties agree as follows:

### **ARTICLE 1**

#### **CONTRIBUTION OF THE ASSETS BY THE CORPORATION TO THE PARTNERSHIP**

##### **1.1 Contribution of the Assets.**

(a) Subject to the terms and conditions of this Agreement, the Corporation hereby assigns, transfers, and delivers to the Partnership, free and clear of all title defects, objections, liens, pledges, claims, rights of first refusal, options, charges, security interests, mortgages, or other encumbrances of any nature whatsoever (collectively, "Encumbrances") other than "Permitted Encumbrances" (as defined in Section 1.1(b) of this Agreement), all of the assets, properties, and business (excepting only the "Excluded Assets," as defined in Section 1.2 of this Agreement) of every kind and description; wherever located; real, personal, or mixed; tangible or intangible; owned or held; or used primarily in the conduct of the Business as the same shall exist on the Contribution Date (collectively, the "Assets"), and including, without limitation, all right, title, and interest of the Corporation in, to, and under:

(i) All machinery, equipment, furniture, vehicles and other tangible property (including, without limitation, maintenance and operating supplies, fuel, and spare parts for such machinery and equipment) of the Corporation (collectively, the "Equipment");

(ii) All raw materials, finished goods, work-in-process, supplies and inventories of the Corporation (collectively, the "Inventory");

**(iii)** Those patents, copyrights, trademarks, trade names, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data, computer software programs and other intangible property, and any applications for the same, used primarily in the Business, and all goodwill associated with such intangible property (collectively, the "Intangible Property");

**(iv)** All the leases of certain property of the Corporation, together with all fixtures, office equipment, furnishings, furniture, and other tangible property located thereon, subject to the consent of any party on which the transfer of such leases or other property is conditioned (collectively, the "Leased Property");

**(v)** All of the Corporation's rights, claims, credits, causes of action or right of setoff against third parties relating to the Assets, including, without limitation, unliquidated rights under manufacturers' and vendors' warranties but excluding all amounts representing reimbursements for items paid by the Corporation (collectively, "Claims");

**(vi)** Those contracts, agreements, leases, licenses and other instruments, arrangements and commitments being assumed by the Partnership with respect to the Assets pursuant to Section 1.4 of this Agreement, subject to the consent of any party on which the assumption is conditioned (collectively, "Rights");

**(vii)** All certificates of occupancy and other transferable licenses, permits, registrations, authorizations, use agreements, orders or approvals of governmental or quasi-governmental agencies and authorities (whether federal, state, local, municipal or foreign) or private parties relating to the construction, use, operation or enjoyment of the Assets (collectively, "Permits");

**(viii)** All accounts receivables arising out of sales of inventory or otherwise in the ordinary and usual course of the operation of the Business prior to the close of the Business on the Contribution Date (collectively, "Receivables");

**(ix)** All transferable bonds or deposits made by the Corporation or its predecessors in title (or its agents) with any governmental agency or authority or with any utility company or third party relating to the construction, use, operation or enjoyment of the Assets;

**(x)** All prepaid rentals and other prepaid expenses arising from payments made by the Corporation in the ordinary and usual course of the operation of the Business related to the Assets prior to the close of the Business on the Contribution Date for goods or services;

**(xi)** Originals or copies of all books, records, files and papers, whether in hard copy or computer format, used in the Business, including without limitation, engineering information, manuals and data, sales and advertising materials, sales and purchase correspondence, lists of present and former suppliers and personnel and employment records and, with respect to information relating to "Tax" (as defined in Section 7.4(f) of this Agreement), any information that is necessary for the preparation of



(c) the Corporation has not received notice of any pending, and has no knowledge of any threatened or proposed, reassessments or special assessments or penalties or interest with respect to real estate taxes applicable to any Subject Property which could, in the reasonable judgment of the Corporation, have any material adverse effect on the business or financial condition of the Business taken as a whole.

**4.11 Condition of Equipment.** The machinery, equipment, furniture, vehicles, and other tangible personal property of the Corporation, which are included in the Assets are in adequate operating condition for the continued conduct of the Business as they are presently conducted.

**4.12 Inventory; Receivables.** Substantially all items of Inventory of the Corporation are of a good and merchantable quality, usable and saleable in the ordinary course of business. The inventory set forth on the Contribution Date Balance Sheet for the Corporation is stated properly therein at the lower of cost or realizable market value, determined in accordance with accounting principles consistently applied. The quantities of all items of Inventory are reasonable and warranted in the present circumstances of the Business.

**4.13 Title to Properties; Encumbrances.** Except as set forth in the Financial Statements or in the Schedules hereto, the Corporation has good and marketable title to each piece of Fee Property and to the Improvements thereon, in each case free and clear of all Encumbrances, except for Permitted Encumbrances, and have title to all of the other tangible Properties, free and clear of all Encumbrances, except for Permitted Encumbrances. As a result of the delivery to the Partnership of the Conveyance Instruments, all of the Assets are owned free and clear of all Encumbrances, except Permitted Encumbrances and encumbrances created by the Partnership (whether or not arising from the transactions contemplated hereby).

**4.14 Leases.** Each lease pursuant to which the Corporation leases real or personal property is in full force and effect in accordance with its terms, no Lease has been modified or amended in writing, and the Corporation has not received any written notice of any breach or default with respect to a Lease the consequences of which would result in such Lease being terminated by the Lessor or which, individually or in the aggregate, would have a material adverse effect on the business or financial condition of the Business taken as a whole.

→ **4.15 Patents, Trademarks, and Similar Rights.**

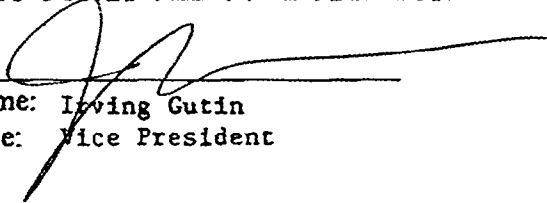
(a) the Corporation has the right to use the Intangible Property which is used in the Business and the consummation of the transactions contemplated by this Agreement will not alter or impair any such rights and will result in the Partnership having the right to use such Intangible Property to the same extent it is currently used in the Business;

(b) No claims have been asserted by any person or entity for the use of any such Intangible Property or challenging or questioning the validity or effectiveness of any such license or agreement, and the Corporation has no knowledge of any valid basis for any such claim, which claims could, in the judgment of the Corporation, have a material adverse effect on the Business taken as a whole; and

(c) To the knowledge of the Corporation, the use of such Intangible Property by the Corporation does not infringe on the rights of any person or entity.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

**GRAPHIC CONTROLS CORPORATION**

By:   
Name: Irving Gutin  
Title: Vice President

**THE LUDLOW COMPANY LP**

By: GC HOLDING, INC. I  
Its: General Partner

By: \_\_\_\_\_  
Name: Charles Dockendorff  
Title: Vice President

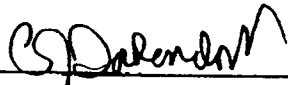
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