

01-20-1999



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FORM PTO-1595  
(Rev. 6-93)

OMB No. 0851-0011 (exp. 4/94)

Tab settings □ □ □ □ ▼

RECORDATION FORM COVER SHEET  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
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):

Sherwood Medical Company  
1915 Olive Street  
St. Louis, Missouri 63103-1642Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

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

Internal Address: \_\_\_\_\_

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Street Address: 2nd Floor

Rue de la Reuter

City: Luxembourg

State: Luxemb-

ZIP: 2420

bourg

Execution Date: Feb. 27, 1998

and Amendment executed Nov. 17, 1998

Additional name(s) / address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

5,360,416

Additional numbers attached? ☐ Yes ☒ No

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

Name: Douglas E. Denninger

Internal Address: \_\_\_\_\_

Street Address: Sherwood Services AG

Schwertstr. 9

City: Schaffhausen

State: Switzer-

ZIP: CH-

land 8200

6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 3.41).....\$ 40

☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

500726

(Attach duplicate copy of this page if paying by deposit account)

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

Jan 11, 1999

Date

Total number of pages including cover sheet, attachments, and document: 6Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

01/19/1999 STURNS 00000172 500726 5360416

(Form PTO-1595—Recordation Form Cover Sheet [16-5]—page 1 of 3)

01 FC:581

40.00 CH

PATENT  
REEL: 9693 FRAME: 0726

## ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Sherwood Medical Company, a Delaware, United States of America corporation (hereinafter referred to as "ASSIGNOR"), has developed, conceived, acquired or otherwise owns certain intellectual property (hereinafter referred to as "ASSIGNED 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 ASSIGNED INTELLECTUAL PROPERTY to Tyco Group S.a.r.l., a Luxembourg corporation (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to accept the assignment of such ASSIGNED 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 ASSIGNED 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 ASSIGNEE 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 ASSIGNED 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 this 27th day of February, 1998.

**ASSIGNOR: SHERWOOD MEDICAL COMPANY**

By:   
Name: Gerald A. J. Williams  
Title: Vice President

**ASSIGNEE: TYCO GROUP S.A.R.L.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**APPENDIX A**

Docket No: S-7924

Title: THIN-WALLED ANESTHESIA NEEDLES

Assignee: Sherwood Medical Company

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	129918	09/30/1993	5360416	11/01/1994

Docket No: S-7930

Title: FLASHBACK VENTILATION CAP

Assignee: Sherwood Medical Company

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	860911	03/31/1992	5226883	07/13/1993

Docket No: S-7933

Title: CONNECTOR FOR A THORACIC CATHETER

Assignee: Sherwood Medical Company

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	914663	07/15/1992	5360418	11/01/1994

Docket No: S-7934

Title: LANCET WITH LOCKING COVER

Assignee: Sherwood Medical Company

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	960074	10/13/1992	5324302	06/28/1994
US	002298	01/08/1993	5304192	04/19/1994

Docket No: S-7944

Title: LANCET EJECTOR FOR LANCET INJECTOR

Assignee: Sherwood Medical Company

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	004885	01/19/1993	5282822	02/01/1994

Docket No: S-7947

Title: FOOTSTAND FOR CHEST DRAINAGE UNIT

Assignee: Sherwood Medical Company

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	359486	12/20/1994	5601541	02/11/1997

Docket No: S-7954

Title: ENDOTRACHEAL TUBE FOR FACE, CHIN &amp; NECK SURGERY

Assignee: Sherwood Medical Company

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	954182	09/30/1992	5333608	08/02/1994

County of Bristol )  
 )  
Commonwealth of Massachusetts )  
 )  
United States of America )

I, Karen L. Brown, do hereby declare that the copy attached hereto is a true copy of the original Assignment of Intellectual Property dated February 27, 1998 wherein Sherwood Medical Company, a Delaware, United States of America corporation assigns all right, title and interest in their intellectual property to Tyco Group S.a.r.l., a Luxembourg corporation.

Karen L. Brown  
Karen L. Brown  
Notary Public

Date: October 19, 1998

My Commission Expires: July 22, 2005

18. Dez. 1998

AMENDMENT TO ASSIGNMENT  
OF INTELLECTUAL PROPERTY

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

WHEREAS, the Parties entered into an ASSIGNMENT OF INTELLECTUAL PROPERTY ("ASSIGNMENT") on 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, SHERWOOD hereby assigns and transfers to TYCO all right, title, and interest of SHERWOOD in and to said INTELLECTUAL PROPERTY, including the right to seek and obtain for TYCO'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.

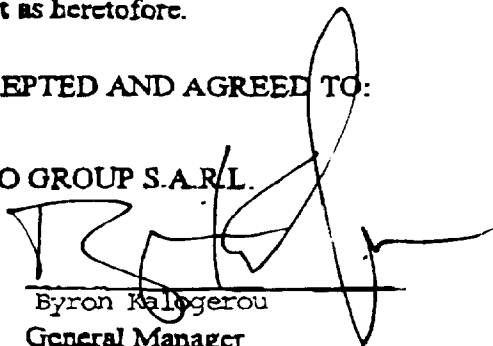
Except as expressly amended hereby, the ASSIGNMENT shall continue in full force and effect as heretofore.

ACCEPTED AND AGREED TO:

TYCO GROUP S.A.R.L.

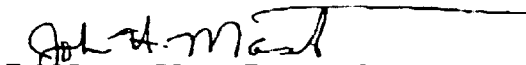
SHERWOOD MEDICAL COMPANY

By:



Byron Kalogerou  
General Manager

By:



John H. Masterson  
Assistant Secretary

Date:

11/17/98

Date:

11/17/98

HEROFINN\_CLIENT\2241\48730\Amendment to Assignment #2 (032).doc