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To the Honorable Commi

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rd the attached original documents or copy thereof.

1. Name and Address of Conveying Party(ies).

LIFE DESIGN SYSTEMS, INC.

Corporation/State: Wisconsin

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and Address of receiving Party(ies):

Name: MALLINCKRODT INC.

Internal Address:

Street Address: 675 McDonnell Boulevard

City: Hazelwood

State: Missouri Zip: 63042

Corporation/State New York

Additional name(s) & address(es) attached? Yes No

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: March 25, 1999

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) 5,279,289; 5,375,592; 5,456,249; 5,517,985; 5,679,884

Additional Numbers attached? Yes No

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

Name: Robert M. Chiaviello, Jr., Esq.

Internal Address: Baker & Botts, L.L.P.

Street Address: 2001 Ross Avenue

City: Dallas

State: Texas Zip: 75201

6. Total number of applications and patents involved: Five (5)

7. Total Fee (37 CFR 3.41): \$200.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach Duplicate Copy of this page if paying by deposit account)

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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.

Robert M. Chiaviello, Jr.

Robert M. Chiaviello, Jr.

June 7, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet

3

OMB No. 0651-0011 (exp.4/94)

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ASSIGNMENT

WHEREAS, Life Design Systems, Inc., a corporation organized and existing under the laws of Wisconsin and having a place of business at 1625 Crescent Circle, #225, Carrollton, Texas ("Assignor"), is the owner of certain rights and interests (whether divided or undivided) in certain intellectual property used in connection with the business of Life Design Systems, Inc. (including patents, trademarks, trade names, trade dress, copyrights, maskworks, trade secrets, and know how), including but not necessarily limited to that which is more particularly described in Section 3.13 of that certain Stock Purchase Agreement dated as of the close of business on January 29, 1999 by and between Mallinckrodt Inc. ("Assignee") and Assignor including but not limited to United States Letters Patent Nos. 5,279,289; 5,375,592; 5,456,249; 5,517,985; 5,679,884, and a pending US divisional and CIP application of US Serial No. 07/776,615 (now US Patent 5,279,289); and unfiled and unregistered trademarks Capno-Flo; Resusci-Flo; Trach-Safe; Tuck N'GO; and Seal-Flex; all such intellectual property so owned and used hereinafter referred to collectively as "Intellectual Property";

WHEREAS, Mallinckrodt Inc., a corporation organized and existing under the laws of New York and having a place of business at 675 McDonnell Boulevard, Hazelwood, Missouri 63042 ("Assignee"), is desirous of acquiring the entire right, title and interest in all the Intellectual Property, including any goodwill represented by the trademarks and trade names, and any existing or future continuations, continuations-in-part, divisions, foreign counterpart applications and foreign counterpart patents of the United States Letters Patents listed above;

NOW, THEREFORE, be it known that for and in consideration of certain valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee, its successors, assigns and legal representatives, all right, title and interest in and to the Intellectual Property, including the goodwill of the

business connected with the use of and symbolized by the trademarks and trade names, and any existing or future continuations, continuations-in-part, divisions, foreign counterpart applications and foreign counterpart patents of the United States Letters Patents listed above, and any substitute applications therefor, and any patent which may issue thereon; as well as any reissues, reexaminations and extensions of the same; and Assignor requests competent authorities to grant and issue any and all patents which may issue on such United States or foreign applications, reissues or reexaminations to Assignee as the assignee of the entire right, title and interest therein; and Assignor further agrees to execute upon request of Assignee such additional documents, if any, as are necessary and proper to secure patent protection or to secure trademark protection on such inventions, trademarks or trade names as are used in connection with the business of Life Design Systems, Inc.; and to otherwise give full effect to and perfect the rights of Assignee under this Assignment. Assignor further assigns to Assignee the right to sue for and collect damages for past infringements of the Intellectual Property.

LIFE DESIGN SYSTEMS, INC.

By: Dale Bickley
Print Name: Dale Bickley
Title: Vice President
Date: 3-25-99