

02-19-2003

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08/REV03



FR SHEET

U.S. DEPARTMENT OF COMMERCE

LY

Patent and Trademark Office

102367218

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
KHPC Holding
a Delaware general partnership

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

2-13-03

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

Name: **The Kendall Company LP**

Internal Address: _____

Street Address: **15 Hampshire St.**

City: **Mansfield** State: **MA** ZIP: **02048**

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

3. Nature of conveyance:

 Assignment Merger
 Security Agreement Change of Name
 Other **relevant portions of a Contribution Agreement**

Execution Date: **10/01/1998**

4. Application number(s) or patent numbers(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
08/874,805

Additional numbers attached? Yes No

B. Patent No.(s)

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

Name: **Anne E. Fitzpatrick**

Internal Address: **Tyco Healthcare Group LP**

Street Address: **15 Hampshire St.**

City: **Mansfield** State: **MA** ZIP: **02048**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account

8. Deposit account number:
190254

(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.

Anne E. Fitzpatrick

Name of Person Signing

Anne E. Fitzpatrick **2/13/03**
Signature Date

Total number of pages including cover sheet, attachments, and document: **9**

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KHPC CONTRIBUTION AGREEMENT

by and among

KHPC HOLDING

and

THE KENDALL COMPANY LP

Dated as of October 1, 1998

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KHPC CONTRIBUTION AGREEMENT

THIS KHPC CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between KHPC Holding, a Delaware general partnership ("KHPC"), and The Kendall Company LP, a Delaware limited partnership (the "Partnership") as of this 1st day of October, 1998 (the "Contribution Date").

RECITALS

1. KHPC conducts a business which involves the manufacture, sale and distribution of medical and surgical supplies within the United States (the "Business").

2. KHPC has acquired such Business from Tyco International (US) Inc. ("Tyco") and TKC Holding Corp ("Holding") pursuant to the terms of that Tyco Contribution Agreement by and among Tyco, Holding and KHPC dated as of the date hereof (the "Tyco Contribution Agreement").

3. KHPC 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 five percent (5%) limited partner interest in the Partnership as described in the Agreement of Limited Partnership of the Partnership dated as of September 22, 1998 (the "Partnership Agreement").

4. In order to minimize any transfer taxes and the administrative burden of preparing multiple sets of conveyancing documents, KHPC has directed Tyco to transfer its interests in the Assets of the Business directly to the Partnership.

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

ARTICLE 1

CONTRIBUTION OF ASSETS BY KHPC TO THE PARTNERSHIP

1.1 Contribution of the Assets.

(a) Subject to the terms and conditions of this Agreement, KHPC 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 by KHPC as the same shall exist on the Contribution Date (collectively, the "Assets"), and including, without limitation, all right, title, and interest of KHPC in, to, and under:

(i) All parcels of land owned by KHPC (collectively, the "Fee Property") and all buildings, fixtures and improvements erected on the Fee Property (collectively, "Improvements") (the Fee Property and Improvements hereinafter collectively referred to as the "Subject Property");

(ii) 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 KHPC (collectively, the "Equipment");

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

(iv) 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");

(v) All the leases of certain property of KHPC, together with all fixtures, office equipment, furnishings, furniture, and other tangible property located thereon (collectively, the "Leased Property");

(vi) All of KHPC'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 KHPC (collectively, "Claims");

(vii) 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 (collectively, "Rights");

(viii) 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");

(ix) All accounts receivable 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 business on the Contribution Date (collectively, "Receivables");

(x) All transferable bonds or deposits made by KHPC 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;

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

KHPC HOLDING

By: Tyco International (US) Inc.

Its: General Partner

By: 

Name: Edward Federman

Title: Vice President – Corporate Controller

THE KENDALL COMPANY LP

By: SWD Holding, Inc. I

Its: General Partner

By: _____

Name: Kevin Gould

Title: Vice President

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

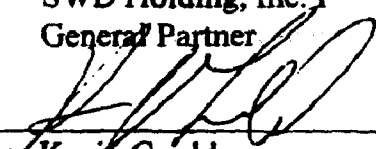
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By: _____
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Title: Vice President - Corporate Controller

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Its: General Partner

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Name: Kevin Gould
Title: Vice President