

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sage Products, Inc.	11/05/1999
RECEIVING PARTY DATA	
Name:	Sherwood Services AG
Street Address:	Bahnhofstrasse 29
City:	Schaffhausen
State/Country:	SWITZERLAND
Postal Code:	CH-8201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	RE35539
CORRESPONDENCE DATA	
Fax Number:	(508)261-6225
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	508-261-8451
Email:	iplegal@tycohealthcare.com
Correspondent Name:	Tyco Healthcare Group LP
Address Line 1:	15 Hampshire Street
Address Line 4:	Mansfield, RHODE ISLAND 02048
NAME OF SUBMITTER:	Marilyn Baade
Total Attachments: 7 source=ASSN Sage Products Inc to SSAG#page1.tif source=ASSN Sage Products Inc to SSAG#page2.tif source=ASSN Sage Products Inc to SSAG#page3.tif source=ASSN Sage Products Inc to SSAG#page4.tif source=ASSN Sage Products Inc to SSAG#page5.tif source=ASSN Sage Products Inc to SSAG#page6.tif source=ASSN Sage Products Inc to SSAG#page7.tif	

CH \$40.00 RE35539

PATENT

SAGE II

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made on this 5th day of November, 1999, by and between Sage Products, Inc., an Illinois corporation ("Assignor"), and Sherwood Services AG, a Swiss corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has been engaged in the business of the research, development, design, manufacture, marketing, distribution and/or sale of sharps disposal and chemosafety product lines (the "Business");

WHEREAS, Assignee and its Affiliate are purchasing all of the assets of the Business contemporaneously herewith pursuant to an Asset Purchase Agreement dated November 5, 1999 (the "Asset Purchase Agreement") by and between Assignee and Assignor, together with certain of their Affiliates;

WHEREAS, Assignor has developed, conceived, acquired or otherwise owns certain intellectual property (hereinafter "Intellectual Property") which includes such assets as are described in Section 1 of the Asset Purchase Agreement as follows excepting therefrom items explicitly excluded by the provisions of the Asset Purchase Agreement:

(i) Any and all U.S. and foreign registered and unregistered trademarks, trade names, trade dress, service marks, logos, slogans, copyrights, and applications therefor, owned by, or registered in the name of the Assignor (including all licenses with respect thereto) which are used in the Business including, without limitation, those which are listed in Exhibit A attached hereto, together with the goodwill of the Business symbolized by the foregoing;

(ii) Any and all U.S. and foreign letters patent and patent applications of the Assignor (including all licenses with respect thereto), and all reissues, substitutes, extensions, renewals, continuations, continuations-in-part, and divisions of the foregoing which are used in or relate to the Business including, without limitation, those which are listed in Exhibit A attached hereto; and

(iii) Assignor's right, title and interest in all technology, know-how, technical information, inventions, research records and other documentation, formulae, processes, techniques, technical information, manufacturing and engineering drawings and information and trade secrets which are used in or relate to the Business.

WHEREAS, Assignor wishes to assign such Intellectual Property to Assignee and Assignee wishes to accept the assignment of such Intellectual Property;

WHEREAS, this Intellectual Property Assignment, being further documentation of the assignments, transfers and conveyances provided for in the Asset Purchase Agreement, does not expand upon or limit the rights and obligations as provided therein.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN Be it known that effective on the date hereof, 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 Intellectual Property, including the right to seek and obtain for Assignee's own benefit injunctive relief, or recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

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 Assignor 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 Intellectual Property which may be necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be executed as set forth below.

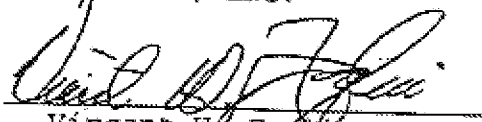
ASSIGNOR:

ASSIGNEE:

SAGE PRODUCTS, INC.

SHERWOOD SERVICES AG

By:



Vincent W. Foglia
Its President

By:

Its _____

WHEREAS, this Intellectual Property Assignment, being further documentation of the assignments, transfers and conveyances provided for in the Asset Purchase Agreement, does not expand upon or limit the rights and obligations as provided therein.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN Be it known that effective on the date hereof, 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 Intellectual Property, including the right to seek and obtain for Assignee's own benefit injunctive relief, or recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

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.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment to be executed as set forth below.

ASSIGNOR:

SAGE PRODUCTS, INC.

By:

Vincent W. Foglia
Its President

ASSIGNEE:

SHERWOOD SERVICES AG

By:

Douglas E. Denninger
Its Chief Executive Officer

Description:

Date	Serial Number	Registration Number
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Trademarks Owned by Sage Products:

ZERO-IN	10/26/1997	75-115078	2108533
PATIENT ACCESS SYSTEM	02/11/1997	74-725252	2036849
P.A.S.	01/28/1997	74-725251	2033516
IN-ROOM	04/23/1996	74-585075	1969443
SHARPSTAR	04/11/1995	74-491578	1888352
AUTODROP	12/21/1993	74-334642	1812849
IN-ROOM	02/14/1989	73-729558	1525003

Trademark Pending:

BIOMAX

Application Date: 04/27/1999
 Serial Number 75-692626

PHARMASAFETY

Application Date: 09/14/1999
 Serial Number 75-799346

Trademarks Owned by BioSafety Systems:

CHEMODRUM	08/09/1994	74-189288	1849161
CHEMO+PLUS	01/15/1991	73-827274	1631472
CHEMOSAFETY DESIGN	08/19/1986	73-482932	1405643
CHEMOSAFETY	06/10/1986	73-481334	1396634
CHEMOCHEK	04/07/1992	74-030121	1682358

Dates of Maintenance & Fees

Mandatory filing for trademark registration with the USPTO:

Section 8 between 5-5 years - \$100 per category

Section 15 after 5 years - \$100 per category

Renewal fee at 10 years - \$300 per category

Renewal/Section 8 at 19th year - \$100 per category

(the USPTO is expected to raise prices in October 1999)

All other fees are dependent upon your attorney.

Patent Listing 1(a) (iv)

Description:	US		Canada Patent Number	Canada Patent Number	Application Number	Due Date	Maintenance Number	
	Date	Patent Number						
Syringe Needle Removal & Disposal Device	03/08/1983	4,375,049	264,541				Fully Paid	
Closure for a Syringe Collection & Disposal Container	04/14/1987	4,657,139	781,754				Fully Paid	
Needle/Syringe Collection Container	01/20/1987	Des. 287,897	642,041					
Disposal Container for Sharp Articles or the Like	10/17/1988	Des. 304,109	919,778			None		
Sharps Disposal System	12/29/1987	Re. 33,413	445,367			None		
Needle Resheather	07/18/1989	Des. 302,295	917,833			None	Fully Paid	
Blood Needle Holder	05/08/1990	Des. 307,796	82,064			None		
Needle Anti-Resheather	05/30/1989	4,834,715	236,266			11/30/2000	3	
Sharps Disposal Container	10/25/1988	4,779,728	126,190			04/25/2000	3	
Combined Needle Disposal Container and Glove Dispenser	05/15/1990	Des. 307,041	182,330			None		
Dual Locked Container System	09/05/1989	4,863,057	186,025	X		1,288,402	03/05/2001	3
Intravenous Needle Resheather for I.V. Pole	03/10/1982	Des. 324,569	420,311			None		
Needle Disposal Container	05/04/1993	Des. 335,372	770,963			None		
Dual Container System with Selective Locking Feature	05/18/1993	5,211,303	821,012	X		70,943	11/18/2000	2
Combine Needle Disposal Container and Glove Dispenser	05/04/1993	Des. 335,373	791,602	X		2,112,759	None	

PATENT

REEL: 015698 FRAME: 0607

Patent Listing

Description	US		Canada		Due Date	Maintenance** Number
	Date	Patent Number	Application Number	Patent Number		
Disposable Blood Collection Device*	12/10/81	5,070,685	536,440		6/10/92	3
Disposable Blood Collection Device*	10/4/88	4,774,964	121,959		4/4/00	3

Patent Pending:

Disposal Container Having Multiple Position Closure
 Application Date: 6/25/88
 Application Number: 139,305

Patents Owned by BioSafety Systems:

Hypodermic Needle Disposal System

Disposal Container for Hypodermic Needles

Disposal Container for Hypodermic Needles

Holder for Medical Waste Disposal Container

Medical Waste Station With Hypodermic Needle Cutter

Apparatus for Priming a Hypodermic Needle with Hazardous Fluid

8/25/88 139,305	6,074,717					
8/21/84	4,466,538	485,203				Fully Paid
12/24/85 Dec. 261,906		490,664				None
12/24/85 Dec. 201,907		490,865				None
12/31/85 Dec. 202,009		490,860				None
1/21/86 Dec. 202,288		490,872				None
9/15/92	5,147,309	780,926			3/15/00	2

* Purchased from Care Medical Devices in August 1989, assignment in process.

** Maintenance Fees

#1 Maintenance - \$1,200 (including attorney fees)

#2 Maintenance - \$2,200 (including attorney fees)

#3 Maintenance - \$3,200 (including attorney fees)

Patent Listing

Description	US		Canada Patent Number	Due Date	Maintenance** Number
	Date	Patent Number			
Needle Disposal Container & Disposal System	6/21/94	5,322,184		12/21/01	2
Needle Disposal Container & Disposal System	4/25/95	5,409,113		10/25/02	2
Sharps Disposal Container & System	2/7/95	5,387,735	X	9/7/02	2
Disposal Container with Locking Closure	4/16/98	5,507,408		10/16/03	2
Biohazardous Waste Container	7/2/98	5,531,348		1/2/04	2
Biohazardous Waste Container	7/11/95 Des.	360,062		None	
Container Caddy Having Foot Adjusted Sliding Top Control	8/24/97	5,641,171		12/24/00	1
Combined Enclosure for a Needle Disposal Container and Glove Dispenser	10/28/97 Des.	385,628		None	
Enclosure for a Needle Disposal Container	10/21/97 Des.	385,349		None	
Glove Dispenser	12/23/97 Des.	387,981		None	
Sharps Container	12/31/91	5,078,429		None	
Biohazardous Waste Container	5/9/95 Des.	358,240		6/30/03	3
Disposal Container With Locking Closure and Indicator to Provide Visual Indication of Locking Of Closure	3/18/97	5,611,451		None	
Disposal Container for Sharp Articles of the Like	3/6/90 Des.	306,509		9/18/00	1
Medical Disposal Container	9/13/94 Des.	350,604		None	

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