

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Contribution Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Tyco International (US) Inc. and TKC Holding Corp	10/01/1998
RECEIVING PARTY DATA	
Name:	KHPC Holding
Street Address:	15 Hampshire Street
City:	Mansfield
State/Country:	MASSACHUSETTS
Postal Code:	02048
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6231532
Patent Number:	6053905
CORRESPONDENCE DATA	
Fax Number:	(508)261-6225
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	508-261-6525
Email:	iplegal@tycohealthcare.com
Correspondent Name:	William F. Dee
Address Line 1:	15 Hampshire Street
Address Line 4:	Mansfield, MASSACHUSETTS 02048
NAME OF SUBMITTER:	William F. Dee

CH \$80.00 6231532

Total Attachments: 12
 source=Tyco International (US) Inc to KHPC Holding#page1.tif
 source=Tyco International (US) Inc to KHPC Holding#page2.tif
 source=Tyco International (US) Inc to KHPC Holding#page3.tif
 source=Tyco International (US) Inc to KHPC Holding#page4.tif
 source=Tyco International (US) Inc to KHPC Holding#page5.tif

PATENT

500155903

REEL: 018296 FRAME: 0469

source=Tyco International (US) Inc to KHPC Holding#page6.tif
source=Tyco International (US) Inc to KHPC Holding#page7.tif
source=Tyco International (US) Inc to KHPC Holding#page8.tif
source=Tyco International (US) Inc to KHPC Holding#page9.tif
source=Tyco International (US) Inc to KHPC Holding#page10.tif
source=Tyco International (US) Inc to KHPC Holding#page11.tif
source=Tyco International (US) Inc to KHPC Holding#page12.tif

TYCO CONTRIBUTION AGREEMENT

by and among

TYCO INTERNATIONAL (US) INC.

and

TKC HOLDING CORP.

and

KHPC HOLDING

Dated as of October 1, 1998

CHIDOC02:106171.2
09/29/98

PATENT
REEL: 018296 FRAME: 0471

TABLE OF CONTENTS

ARTICLE 1 CONTRIBUTION OF ASSETS BY TYCO TO THE SUBSIDIARIES 1

 1.1 Contribution of the Assets 1

 1.2 Excluded Assets 3

 1.3 Acceptance of Assets; Conveyance Instruments 4

 .4 Assumed Liabilities 4

 1.5 Excluded Liabilities 5

ARTICLE 2 CONTRIBUTION OF ASSETS BY TKC TO PARTNERSHIP 5

 2.1 Contribution of the Assets 5

 2.2 Excluded Assets 5

 2.3 Acceptance of Assets; Partnership Conveyance Instruments 5

 Assumed Liabilities 6

 2.5 Excluded Liabilities 6

ARTICLE 3 DELIVERIES 6

 3.1 Deliveries by Tyco to the Subsidiaries 6

 3.2 Governing Tyco Documents 6

 3.3 Acceptance of Contribution to the Subsidiaries..... 6

 Deliveries by TKC to the Partnership 6

 3.5 Governing TKC Documents 7

 3.6 Effect of Contributions to the Partnership 7

**ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF TYCO TO THE
 SUBSIDIARIES 7**

 4.1 Organization..... 7

 4.2 Qualification 7

 4.3 Authority 7

 4.4 No Violations 7

 Financial Statements 8

 Absence of Certain Changes or Events..... 8

 Certain Tax Matters 9

 Condition of Facilities 9

 Utilities; Access 9

 Certain Conditions Not Present 10

	Condition of Equipment.....	10
	Inventory; Receivables.....	10
	Title to Properties; Encumbrances.....	10
	Leases.....	11
	Patents, Trademarks, and Similar Rights.....	11
4.16	Insurance.....	11
4.17	Documents.....	11
4.18	Labor Matters.....	12
4.19	No Breach.....	12
	Consents, Permits, Etc.....	12
4.21	Litigation.....	12
	Compliance With Applicable Law; Adverse Restrictions.....	12
4.23	Environmental Protection.....	13
4.24	Assets Necessary to Business.....	13
4.25	Customers, Distributors and Suppliers.....	13
4.26	Brokers.....	13
4.27	Governmental Approvals and Consents.....	13
ARTICLE 5	REPRESENTATIONS AND WARRANTIES OF TKC TO THE PARTNERSHIP.....	13
ARTICLE 6	COVENANTS OF THE PARTIES.....	14
6.1	Consents, Permits, Etc.....	14
ARTICLE 7	SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION.....	15
7.1	Survival; Indemnification.....	15
7.2	Limitations of Indemnification.....	15
7.3	Tax Indemnification With Respect to Tax Liability of Tyco and Other Tax Matters.....	15
7.4	Definitions.....	17
7.5	Control of Litigation.....	18
7.6	Transfer Taxes.....	18
7.7	Cooperation on Tax Matters.....	18
7.8	Tax Clearance Certificate.....	19
ARTICLE 8	MISCELLANEOUS PROVISIONS.....	19

8.1	Knowledge	19
8.2	Amendment and Modification	19
	Waiver of Compliance; Consents	19
	Assignment	19
8.5	Expenses, Transfer Taxes, Etc.	19
8.6	Further Assurances.....	20
8.7	Governing Law	20
8.8	Counterparts.....	20
8.9	Publicity	20
	Notices	20
8.11	Specific Performance	21
8.12	Headings	21
8.13	Entire Agreement	21
8.14	Severability	21
	Schedules	21

TYCO CONTRIBUTION AGREEMENT

THIS TYCO CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between Tyco International (US) Inc., a Massachusetts corporation ("Tyco"), TKC Holding Corp., a Delaware corporation (the "TKC") and KHPC Holding, a Delaware general partnership (the "Partnership") as of this 1st day of October, 1998 (the "Contribution Date"). (TKC and the Partnership are sometimes referred to collectively as the "Subsidiaries").

RECITALS

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

2. Tyco wishes to contribute undivided interests in the Business (except the "Excluded Assets," as defined in Section 1.2 of this Agreement) as a capital contribution to the Partnership (for a ninety-five percent (95%) partnership interest) and TKC in the proportions of ninety-five percent (95%) to the Partnership and five percent (5%) to TKC (such relative percentages being referred to as the "Percentage Interests").

3. Immediately upon the contribution of the Business to the Subsidiaries, TKC desires to contribute its undivided interest in the Business to the Partnership in exchange for a five percent (5%) partnership interest in the Partnership as described in the Agreement of Partnership of the Partnership dated as of September 22, 1998 (the "Partnership Agreement").

4. Immediately upon the contribution of the Business to the Subsidiaries and the contribution of TKC's undivided interest to the Partnership as described above, the Partnership desires to contribute its interest in the Business to The Kendall Company LP (the "Kendall Partnership") for a five percent (5%) limited Partnership interest in the Kendall Partnership pursuant to the KHPC Contribution Agreement between the Partnership and the Kendall Partnership dated as of the date hereof.

5. In order to minimize any transfer taxes and the administrative burden of preparing multiple sets of conveyancing documents, the Subsidiaries have directed Tyco to transfer their interests in the Assets of the Business directly to the Kendall 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 TYCO TO THE SUBSIDIARIES

1.1 Contribution of the Assets.

(a) Subject to the terms and conditions of this Agreement, Tyco hereby assigns, transfers, and delivers to the Subsidiaries, in proportion to their Percentage Interests, 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 Tyco as the same shall exist on the Contribution Date (collectively, the "Assets"), and including, without limitation, all right, title, and interest of Tyco in, to and under:

(i) All parcels of land owned by Tyco (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 Tyco (collectively, the "Equipment");

(iii) All raw materials, finished goods, work-in-process, supplies and inventories of Tyco (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 Tyco, together with all fixtures, office equipment, furnishings, furniture, and other tangible property located thereon (collectively, the "Leased Property");

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

(vii) Those contracts, agreements, leases, licenses and other instruments, arrangements and commitments being assumed by the Subsidiaries 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 Tyco 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;

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

(xii) 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(e) of this Agreement), any information that is necessary for the preparation of any Tax returns to be filed after the Contribution Date or the determination of the Tax basis of the Assets (collectively, "Files and Records"); and

(xiii) All lists of present, and, to the extent available, future customers and goodwill associated with the Assets.

(b) For purposes of this Agreement, "Permitted Encumbrances" shall mean (i) the "Assumed Liabilities," as defined in Section 1.4 of this Agreement; (ii) Encumbrances reflected on the Contribution Date Balance Sheet as defined in Section 4.5 of this Agreement; (iii) liens for current "Taxes" (as defined in Section 7.4 of this Agreement) not yet due or payable without penalty; (iv) Encumbrances which, individually or in the aggregate, do not or would not have a material adverse effect on the business or financial condition of the Business taken as a whole or materially interfere with the present use of any Assets subject thereto; and (v) easements, rights-of-way, building or use restrictions, exceptions, variances, reservations, or similar Encumbrances of record affecting, but not materially interfering with the present use of, any Subject Property.

1.2 Excluded Assets.

(a) The Subsidiaries expressly understand and agree that there shall be excluded from the Assets the following assets and properties of Tyco which are used in connection with the Business:

(i) Those certain parcels of land described in Schedule 1.2 hereto (the "Excluded Fee Property") and the buildings, fixtures, and improvements erected on the Excluded Fee Property (collectively, "Excluded Improvements") (the Excluded Fee

Property and Excluded Improvements hereinafter sometimes collectively referred to as the "Excluded Facilities");

(ii) All of Tyco's claims against third parties relating to the "Excluded Assets," and the related unliquidated rights under manufacturers' and vendors' warranties, including all amounts representing reimbursements for items paid by it;

(iii) All of Tyco's right, title, and interest in and to all Permits relating to the construction, use, operation, or enjoyment of the Excluded Assets;

(iv) All of Tyco's right, title, and interest in and to all transferable bonds or deposits made by it 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 Excluded Assets;

(v) All of Tyco's right, title, and interest in and to all prepaid rentals and other prepaid expenses arising from payments made by Tyco in the ordinary and usual course of the operation of the Business in connection with the Excluded Assets;

(vi) Any Assets sold or otherwise disposed of in the ordinary course of the operation of the Business and not in violation of any provisions of this Agreement during the period from June 30, 1998 until the Contribution Date; or

(vii) Stock in any Affiliates.

(b) The Excluded Facilities, Excluded Equipment, Excluded Intangible Property, and all of the rights, properties, and other assets with respect to the Business not being contributed to the Subsidiaries by Tyco pursuant to this Agreement are herein collectively referred to as the "Excluded Assets."

1.3 Acceptance of Assets; Conveyance Instruments. The Subsidiaries hereby accept the contribution of Assets from Tyco. The Subsidiaries hereby instruct Tyco to deliver their undivided interests in such Assets and all right, title and interest therein to the Kendall Partnership. In order to effectuate the contribution of the Assets as contemplated by this Section 1, Tyco has, or will hereafter, execute and deliver, or cause to be executed and delivered, all such additional documents or instruments of assignment, transfer or conveyance in addition to this Agreement, in each case dated as of the Contribution Date (collectively, the "Conveyance Instruments"), as the parties and their respective counsel shall reasonably deem necessary or appropriate to vest in or confirm title to the Assets to the Kendall Partnership.

1.4 Assumed Liabilities. Subject to the terms and conditions of this Agreement, in reliance on the representations, warranties, covenants, and agreements of the parties contained herein, the Subsidiaries hereby pro rata, in accordance with their Percentage Interests, assume and agree to pay, discharge, or fulfill all liabilities and obligations relating to the Business including all of the liabilities and obligations in respect of the contracts, agreements, licenses, and other instruments, arrangements, and commitments of Tyco and the leasehold obligations,

including by assignment or sublease, in respect of the Leased Office Property of Tyco, to the extent that the Subsidiaries may assume such liabilities and obligations without causing any recognition of gain to any person under the principles of Code Sections 357, 731 or 752 (collectively, the "Assumed Liabilities").

1.5 Excluded Liabilities. Notwithstanding any provision of this Agreement or any Conveyance Instrument to the contrary, the Subsidiaries do not agree to assume any liability or obligations of Tyco set forth below and such liabilities and obligations shall be retained by and remain liabilities of Tyco (all of such liabilities and obligations not being assumed hereinafter referred to as the "Excluded Liabilities"):

(a) Any liability for "Tax" (as defined in Section 7.4 of this Agreement) arising from or with respect to the Assets or the operations of the Business, other than described in Section 1.5(b) hereof, which is incurred in or attributable to the "Tax Indemnification Period" (as defined in Section 7.5 of this Agreement) (the "Excluded Tax Liabilities"); or

(b) Any liability for Tax imposed on or payable by Tyco which is incurred in or attributable to the Tax Indemnification Period except to the extent reflected in the "Contribution Date Balance Sheet" of Tyco dated as of June 30, 1998 (as defined in Section 4.5 of this Agreement), provided that, in the event that any "Indemnitee" (as defined in Section 7.4 of this Agreement) incurs a "Tax Loss" (as defined in Section 7.3(a) of this Agreement) in respect of any item which gave rise to any amount included in the provision or reserve for deferred income taxes set forth on the Contribution Date Balance Sheet, such Indemnitee shall be entitled to an indemnification from Tyco as described in Section 7.3(a) of this Agreement;

(c) Any liabilities relating to the Excluded Assets (it being understood that any Tax Liability relating to the Excluded Assets shall be an Excluded Tax Liability for purposes of this Agreement); or

(d) Any liabilities to Affiliates.

ARTICLE 2

CONTRIBUTION OF ASSETS BY TKC TO PARTNERSHIP

2.1 Contribution of the Assets. Subject to the terms and conditions of this Agreement, TKC hereby assigns, transfers, and delivers to the Partnership its undivided interests in the Assets free and clear of all Encumbrances other than Permitted Encumbrances.

2.2 Excluded Assets. The Partnership expressly understands and agrees that there shall be excluded from the Assets the Excluded Assets.

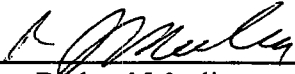
2.3 Acceptance of Assets; Partnership Conveyance Instruments. The Partnership hereby accepts the contribution of the Assets from TKC. In order to effectuate the contribution of the Assets contemplated by this Section 2, TKC has, or will hereafter, execute and deliver, or cause to be delivered, all such documents or instruments of assignment, transfer or conveyance,

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

TYCO INTERNATIONAL (US) INC.

Name: Edward Federman
Title: Vice President – Corporate Controller

TKC HOLDING CORP.

By:  *gmm*
Name: Richard Meelia
Title: President

KHPC HOLDING

Tyco International (US) Inc.
Its: General Partner

By: _____
Name: Edward Federman
Title: Vice President –
Corporate Controller

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

TYCO INTERNATIONAL (US) INC.

By: Edward Federman
Name: Edward Federman
Title: Vice President - Corporate Controller

TKC HOLDING CORP.

By: _____
Name: Richard Meelia
Title: President

KHPC HOLDING

By: Tyco International (US) Inc.
Its: General Partner

By: Edward Federman
Name: Edward Federman
Title: Vice President -
Corporate Controller

Schedule 1.2

Kendall Excluded Real Property

1522 S. Broadway
P.O. Box 19022
Green Bay, WI 54307

1909 NE 25th Avenue
Ocala, FL 34470

CHIDOC02:106171.2
09/29/98