

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMERICAN SAFETY RAZOR COMPANY, LLC	09/29/2008
RECEIVING PARTY DATA	
Name:	SOUTHMEDIC INCORPORATED
Street Address:	50 ALLIANCE BLVD.
City:	BARRIE, ONTARIO
State/Country:	CANADA
Postal Code:	L4M 5K3
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5299357
Patent Number:	5309641
Patent Number:	5417704
CORRESPONDENCE DATA	
Fax Number:	(703)591-5907
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	gina.mills@jagtiani.com
Correspondent Name:	7035915907
Address Line 1:	10363-A Democracy Lane
Address Line 4:	Fairfax, VIRGINIA 22030
ATTORNEY DOCKET NUMBER:	RIMA-0004-SD
NAME OF SUBMITTER:	Ajay A. Jagtiani
Total Attachments: 3 source=Executed_Assignment#page1.tif source=Executed_Assignment#page2.tif source=Executed_Assignment#page3.tif	

OP \$120.00 5299357

PATENT

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REEL: 022380 FRAME: 0856

## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT is made and entered into as of the 29 day of September, 2008, by and among AMERICAN SAFETY RAZOR COMPANY, LLC a Delaware limited liability company ("Assignor") and SOUTHMEDIC INCORPORATED, an Ontario corporation ("Assignee").

### R E C I T A L S:

A. Effective as of the date hereof, Assignor has conveyed to Assignee certain intellectual property (including various patents) as more particularly described in that certain Asset Sale and Purchase Agreement dated as of September 27, 2008 (the "Agreement").

B. In connection with the sale of the Assets (as defined in the Agreement), Assignor agreed to transfer, convey and assign to Assignee all of its transferable rights in the Patents (as defined in the Agreement). The Patents are described on Schedule A, attached hereto and incorporated herein by reference.

C. Assignor desires to sell, assign, convey, and transfer all of its rights in the Patents, and Assignee desires to accept said sale, assignment, conveyance, and transfer upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the purchase of the Assets and of the mutual covenants herein set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, without warranty or recourse except as may be specifically set forth in (and on terms specifically set forth in) the Agreement, all of Assignor's interest in and to the Patents in favor of Assignor.

2. Assignee assumes all responsibility for recording any instruments or documents required to effectuate, evidence, perfect or otherwise facilitate or complete the transfer of any of the Patents. Further, Assignee assumes all responsibility and liability for payment of any recording or other fees required to be paid to any governmental office, entity or authority in connection with the previous sentence of this paragraph. It is agreed between the parties that Assignee is responsible for patent fees which become due at or later than the Closing Date (as defined in the Agreement) and that all fees related to the Patents which occurred and became due before the Closing Date shall be borne and paid by Assignor.

3. This Assignment shall be binding on the successors and assigns of the parties hereto. The parties hereto shall execute such further and additional documents as may be necessary to evidence or carry out the provisions of this Assignment, consistent with the Agreement.

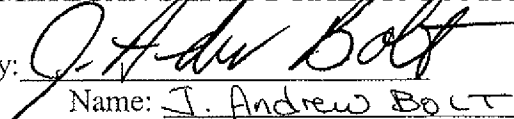
[signatures appear on following page]



IN WITNESS WHEREOF, the parties hereto have executed or have caused this Assignment to be properly executed on the day and year set forth above.

**ASSIGNOR:**

**AMERICAN SAFETY RAZOR COMPANY, LLC**

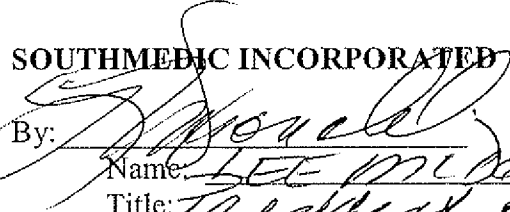
By: 

Name: J. Andrew Bolt

Title: Executive Vice President

**ASSIGNEE:**

**SOUTHMEDIC INCORPORATED**

By: 

Name: LEE McDONALD

Title: President CEO

SCHEDULE A

<u>Patents</u>	<u>Title</u>	<u>Expiry Date</u>
5,299,357	Disposable Surgical Scalpel with Safety Guard	Dec. 18, 2011
5,309,641	Disposable Surgical Scalpel with Safety Guard	Dec. 18, 2011
5,417,704	Disposable Surgical Scalpel with Safety Guard	May 23, 2012

*for*  
*QMB*