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03-20-2000



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Docket No.:

1417G W 358

101292480

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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

SABRATEK CORPORATION

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 19, 2000

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

Name: BAXTER HEALTHCARE CORPORATION

Internal Address: _____

Street Address: One Baxter Parkway

City: Deerfield State: IL ZIP: 60015

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/653,993 75/653,980

Additional numbers Yes No

B. Trademark Registration No.(s)

2,248,441 2,037,215 2,088,885
2,218,656 2,218,657 1,944,674
1,883,454

Yes No

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

Name: WALLENSTEIN & WAGNER, LTD.

Internal Address: Attn: Monique A. Morneault, Esq.

Street Address: 311 South Wacker Drive - 5300

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved:.....

9

7. Total fee (37 CFR 3.41):.....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-0280

03/17/2000 DNGUYEN 00000282 75653993

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 200.00 DP

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.

Monique A. Morneault
Name of Person Signing

Monique A. Morneault
Signature

February 4, 2000
Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002036 FRAME: 0843

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this _____ day of _____, 2000 ("Effective Date"), by and between Sabratek Corporation, a Delaware corporation, with its principal office at 8111 North St. Louis, Skokie, Illinois 60067 ("Assignor"), and Baxter Healthcare Corporation, a Delaware corporation, with its principal office at One Baxter Parkway, Deerfield, Illinois 60015 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 17, 1999 ("Asset Agreement), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Asset Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States trademark registrations and applications for registration identified and set forth on Schedules A and B, respectively, including variations thereof, and the unregistered trademarks identified and set forth on Schedule C, and any variation thereof, (collectively, the "Marks"), and the goodwill of the business associated therewith;


WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of

the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers duly authorized this _____ day of _____, 2000.

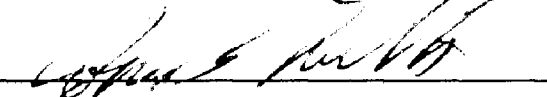
SABRATEK CORPORATION

By: 

Name: Vincent J. Coppola

Title: SA VP/COO

BAXTER HEALTHCARE CORPORATION

By: 

Name: John F. Gaither, Jr.

Title: Vice President

STATE OF)
) SS.
COUNTY OF)

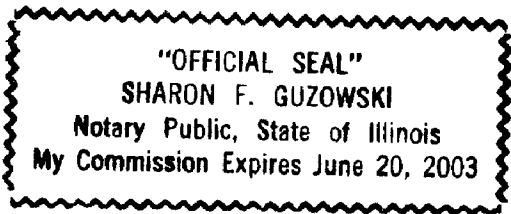
On this 19TH day of JANUARY, 2000, there appeared before me
VINCENT CAPPONI, personally known to me, who acknowledged that he
signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of
Sabratek Corporation.

Adriana Valeriu
Notary Public

STATE OF)
) SS.
COUNTY OF)

On this 21st day of Jan, 2000, there appeared before me
JOHN F. GAITHER, JR., personally known to me, who acknowledged that he
signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of
Baxter Healthcare Corporation.

Sharon F. Guzowski
Notary Public



SCHEDULE A

US TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
SEAMLESS DELIVERY SYSTEM	2248441	6/01/99
MEDIVIEW	2037215	2/11/97
PUMPMASTER	2088885	8/19/97
SABSIL	2218656	1/19/99
SABRASET	2218657	1/19/99
HOMERUN	1944674	12/26/95
AUTO-RAMP	1883454	3/14/95

SCHEDULE B

Trademark Applications

MARK	SERIAL NO.	FILING DATE
6060 EPIDURAL	75/653993	3/08/99
EPIDURAL	75/653980	3/08/99

SCHEDULE C

Unregistered Trademarks

Mark

VHR VIRTUAL HOSPITAL ROOM
COMMUNICATOR
TCS TOTAL COMPLIANCE SYSTEM