

Form PTO-1594
(Rev. 6-93)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT
OF COMMERCE

TRADEMARKS ONLY

Patent & Trademark Office

OMB No. 065-0011 (exp. 4/94)

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) thereof.

<p>1. Name of conveying party(ies):</p> <p>Johnson & Johnson</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>3. Name and address of receiving party(ies):</p> <p>Name: <u>Medex, Inc.</u></p> <p>Internal Address: _____</p> <p>Mailing Address: <u>6250 Shier-Rings Road</u> <u>Dublin, Ohio 43016</u></p> <p>Country: <u>U.S.A.</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>2. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>May 21, 2003</u></p>	

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No(s).

B. Trademark No(s).

2,474,014; 2,480,301; 2,169,649
797,327; 1,085,415; 979,039
1,946,558; 1,805,211; 1,540,338

Additional numbers attached? Yes No

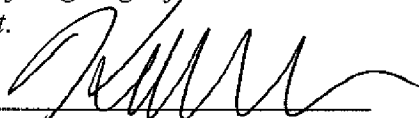
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Kurt L. Grossman, Esq.</u></p> <p>Internal Address: <u>Wood, Herron & Evans, L.L.P.</u> <u>2700 Carew Tower</u></p> <p>Street Address: <u>441 Vine Street</u></p> <p>City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45202</u></p>	<p>6. Total number of applications and trademarks involved: <u>9</u></p> <p>7. Total fee (37 CFR 33.41): <u>\$240.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account if deficiencies occur</p> <p>8. Deposit Account number: <u>23-3000</u> (Attach duplicate copy of this page is paying by deposit account)</p>
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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.

Kurt L. Grossman (Reg. No. 29,799)
Name of Person Signing


Signature

May 23, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 2

U.S. Assignment of Trademarks

This Assignment is made effective as of the 21st day of May 2003, by Johnson & Johnson, a New Jersey corporation, having a place of business at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933 ("J&J") in favor of Medex, Inc., an Ohio corporation, having a place of business at 6250 Shier-Rings Road, Dublin, Ohio 43016 ("Medex").

WHEREAS, J&J is the owner of the trademarks listed on Exhibit A attached hereto, and the worldwide rights thereto including but not limited to the Registrations and Applications listed on Exhibit A therefor (collectively, "the Trademarks"); and

WHEREAS, pursuant to a Purchase Agreement dated as of April 2, 2003, between Ethicon Endo-Surgery, Inc., an Ohio corporation and wholly-owned subsidiary of J&J, and Medex, J&J is to sell, assign and transfer all right, title and interest in and to the Trademarks, including the goodwill associated therewith, to Medex.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is acknowledged, J&J sells, assigns and transfers to Medex, free and clear of all liens and encumbrances, all right, title and interest throughout the world in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to recover for past infringements thereof. J&J shall execute all proper papers and take all proper actions reasonably necessary to affect the transfer contemplated hereby.

IN WITNESS WHEREOF, J&J has executed this Assignment as of the day and year first above written.

Johnson & Johnson

By: Michael J. Ryan, Jr.
Signature

MICHAEL J. RYAN, JR.
Printed Name

Assistant Secretary
Title

State of NEW JERSEY)
County of MIDDLESEX) ss.

The foregoing was subscribed and sworn to before me this 21st day of May, 2003, by MICHAEL J. RYAN, JR., as ASSISTANT SECRETARY of Johnson & Johnson.
Printed Name Title

Witness my hand and official seal.

(Notarial Seal)

[Signature]
NOTARY PUBLIC
My Commission Expires _____

MARCIA M. PERSIANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 28, 2004

EXHIBIT "A"
U.S. ASSIGNMENT OF TRADEMARKS

The following marks are being assigned hereby:

<u>Mark</u>	<u>U.S. Reg./Ser. No.</u>	<u>Issue Date</u>
ACUVANCE (and design)	2,474,014	7/31/01
ACUVANCE	2,480,301	8/21/01
CATHLON	2,169,649	6/30/98
CATHLON IV	902,279	11/10/70
JELCO	797,327	10/5/65
JELCO	1,085,415	2/14/78
JELCO	1,001,492	1/14/75
JELCO	979,039	2/19/74
OCRILON	1,946,558	1/9/96
OPTIVA	1,805,211	11/16/93
PROTECTIV	1,174,793	10/27/81
PROTECTIV	1,540,338	5/23/89
JELCO and 4J Design	Common law	-
JELCO IV	Common law	-
PROTECTIV ACUVANCE	Common law	-
PROTECTIV PLUS	Common law	-

Each of the above together with all worldwide rights in and to the mark, all the goodwill associated therewith and all rights appurtenant to the mark, including under the common law with the right to recover for past infringements thereof.

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