

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		07/09/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Devicor Medical Products, Inc.		
Street Address:	10505 Corporate Drive, Suite 207		
City:	Pleasant Prairie		
State/Country:	WISCONSIN		
Postal Code:	53158		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1971904	MAMMOTOME	
Registration Number:	2086557	MICROMARK	
Registration Number:	3005421	SMARTVAC	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-857-6121		
Email:	koines.kristen@arentfox.com		
Correspondent Name:	Adam D. Resnick		
Address Line 1:	1050 Connecticut Ave., NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	032001.00001 -DEVICOR AS.		
NAME OF SUBMITTER:	Adam D. Resnick		

OP \$90.00 1971904

900166551

**TRADEMARK
 REEL: 004239 FRAME: 0087**

Signature:	/Adam D. Resnick/
Date:	07/09/2010
Total Attachments: 5 source=Trademark Assignment JJ (Execution)#page1.tif source=Trademark Assignment JJ (Execution)#page2.tif source=Trademark Assignment JJ (Execution)#page3.tif source=Trademark Assignment JJ (Execution)#page4.tif source=Trademark Assignment JJ (Execution)#page5.tif	

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** is made and entered into as of July 9 2010, between Johnson & Johnson, a New Jersey corporation ("Assignor"), and Devicor Medical Products, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to, and upon the terms of, that certain Asset Purchase Agreement, dated as of March 15, 2010 (the "Asset Purchase Agreement"), by and among Ethicon Endo-Surgery, Inc., an Ohio corporation, Devicor Medical Products, Inc., a Delaware corporation ("Buyer"), and, solely with respect to Section 6.08 thereof, GTCR Fund IX/A, L.P., a Delaware limited partnership, Buyer agreed to purchase (either directly or through one or more of its Affiliates), Assignor's right, title and interest in, to and under trademarks, service marks, trade dress, logos, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals therefor, in any and all countries, in each case, owned or licensed by Assignor and used or held for use, primarily in connection with the Business, including without limitation those trademarks set forth on Schedule A annexed hereto, but excluding any of the foregoing that are not used, or held for use, exclusively in connection with the Business (hereinafter referred to as the "Trademarks"). Each capitalized term used and not defined in this Trademark Assignment shall have the meaning assigned to it in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer (or an Affiliate of Buyer) has or will purchase certain assets related to the Business and to which the Trademarks pertain; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under such Trademarks.

NOW, THEREFORE, Assignor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks, including the goodwill associated therewith, together with all of Assignor's rights and actions for past infringement and/or misappropriation thereof, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Trademark Assignment not been made.

For a period of 24 months following the Principal Closing Date, Assignor agrees to provide reasonable assistance to Assignee in connection with the provision of the necessary information to permit Assignee at its expense to effect and perfect the transfer of the registrations of the Trademarks and Assignor agrees to reasonably cooperate with Assignee in filing appropriate documents to cancel all "registered user" filings worldwide that are in favor of Assignee.

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Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

Neither the making nor the acceptance of this transfer and assignment shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by any party to the Asset Purchase Agreement of any liabilities, duties or obligations imposed thereby.


This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that parties need not sign the same counterpart. The parties further agree that counterparts to this Trademark Assignment may be delivered by facsimile.

This Trademark Assignment, together with the Asset Purchase Agreement (including all Schedules and Exhibits thereto), the Confidentiality Agreement and the Transaction Documents, contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. In the event of a conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

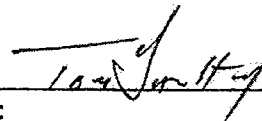
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IN WITNESS WHEREOF, the parties have caused their respective duly authorized officers or representatives to execute this Trademark Assignment as of the date first above written.

JOHNSON & JOHNSON

By: 
Name: LAVIENNE RICKLES
Title: ASSISTANT SECRETARY

DEVICOR MEDICAL PRODUCTS, INC.

By: 
Name: _____
Title: _____

Schedule A

<u>Trademark Name</u>	<u>Country</u>	<u>App #</u>	<u>App date</u>	<u>Reg. #</u>	<u>Reg. date</u>	<u>Reg. Co</u>
BIOPSYS	BRAZIL	821544454	04/09/99			JOHNSON & JOHNSON
BIOPSYS Katakana Letters	JAPAN			4425302	10/20/00	JOHNSON & JOHNSON
BIOPSYS	JAPAN			4425301	10/20/00	JOHNSON & JOHNSON
BIOPSYS	SWEDEN			369043	10/29/04	JOHNSON & JOHNSON
BIOPSYS & DESIGN	AUSTRALIA			831942	04/14/00	JOHNSON & JOHNSON
CORMARK	KOREA (SOUTH)			809589	12/22/09	JOHNSON & JOHNSON
MAMMOMARK	KOREA (SOUTH)			809588	12/22/09	JOHNSON & JOHNSON
MAMMOTOME	AUSTRALIA			772227	09/04/98	JOHNSON & JOHNSON
MAMMOTOME	BRAZIL			821244396	04/09/02	JOHNSON & JOHNSON
MAMMOTOME	CANADA			549912	08/20/01	JOHNSON & JOHNSON
MAMMOTOME	EUROPEAN COMMUNITY			007457724	07/21/09	JOHNSON & JOHNSON
MAMMOTOME	JAPAN			4379652	04/28/00	JOHNSON & JOHNSON
MAMMOTOME Katakana Letters	JAPAN			4379653	04/28/00	JOHNSON & JOHNSON
MAMMOTOME	SOUTH KOREA			813361	02/04/10	JOHNSON & JOHNSON
MAMMOTOME	SOUTH AFRICA			15214	08/27/98	JOHNSON & JOHNSON
MAMMOTOME	SWEDEN			337678	05/26/00	JOHNSON & JOHNSON
MAMMOTOME	UNITED KINGDOM			2174156	08/06/98	JOHNSON & JOHNSON
MAMMOTOME	UNITED STATES OF AMERICA			1971904	04/30/96	JOHNSON & JOHNSON
MICROMARK	AUSTRALIA			772029	09/02/98	JOHNSON & JOHNSON
MICROMARK	BRAZIL			821421468	08/07/07	JOHNSON & JOHNSON
MICROMARK	CANADA			549913	08/20/01	JOHNSON & JOHNSON
MICROMARK	JAPAN			4334249	11/12/99	JOHNSON & JOHNSON
MICROMARK Katakana Letters	JAPAN			4334250	11/12/99	JOHNSON & JOHNSON
MICROMARK	KOSOVO	8357	02/04/09			JOHNSON & JOHNSON
MICROMARK	SOUTH AFRICA			15277	08/01/98	JOHNSON &

						JOHNSON
MICROMARK	SWEDEN			345895	05/04/01	JOHNSON & JOHNSON
MICROMARK	UNITED KINGDOM (Great Britain)			2174177	08/06/98	JOHNSON & JOHNSON
MICROMARK	UNITED STATES OF AMERICA			2086557	08/05/97	JOHNSON & JOHNSON
SMARTVAC	AUSTRALIA			806748	09/10/99	JOHNSON & JOHNSON
SMARTVAC	BRAZIL			822487411	12/20/05	JOHNSON & JOHNSON
SMARTVAC	CANADA			566953	09/05/02	JOHNSON & JOHNSON
SMARTVAC	JAPAN			4419055	09/22/00	JOHNSON & JOHNSON
SMARTVAC	SOUTH AFRICA			18315	10/06/99	JOHNSON & JOHNSON
SMARTVAC	SWEDEN			343409	12/22/00	JOHNSON & JOHNSON
SMARTVAC	UNITED KINGDOM (Great Britain)			2207824	09/06/99	JOHNSON & JOHNSON
SMARTVAC	UNITED STATES OF AMERICA			3005421	10/11/05	JOHNSON & JOHNSON