

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Becton, Dickinson and Company		07/30/2010	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
Name:	Aspen Surgical Products, Inc.		
Street Address:	6945 Southbelt Dr.		
City:	Caledonia		
State/Country:	MICHIGAN		
Postal Code:	49316		
Entity Type:	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	2884264	BARD-PARKER	
Registration Number:	0616625	B-P	
Registration Number:	3806085	RIB-BACK	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St. Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	49072-10030		
NAME OF SUBMITTER:	Dusan Clark		

CH \$90.00 2884264

**900168522**

**TRADEMARK  
 REEL: 004253 FRAME: 0298**

Signature:	/Dusan Clark/
Date:	08/03/2010
Total Attachments: 7 source=Fox_ Trademark Assignment Execution Version#page1.tif source=Fox_ Trademark Assignment Execution Version#page2.tif source=Fox_ Trademark Assignment Execution Version#page3.tif source=Fox_ Trademark Assignment Execution Version#page4.tif source=Fox_ Trademark Assignment Execution Version#page5.tif source=Fox_ Trademark Assignment Execution Version#page6.tif source=Fox_ Trademark Assignment Execution Version#page7.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is dated as of July 30, 2010 (the “Closing Date”), by and among:

(A) ASPEN SURGICAL PRODUCTS, INC., a Michigan corporation, having its principle place of business at 6945 Southbelt Dr., Caledonia, Michigan 49316 (“Assignee”); and

(B) BECTON, DICKINSON AND COMPANY, a company incorporated in New Jersey, having its principle place of business at 1 Becton Drive Franklin Lakes, New Jersey (“Seller” or “Assignor”).

Capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of May 28, 2010, by and among Assignee, the Assignor, and certain other affiliates of the foregoing (the “Asset Purchase Agreement”).

## RECITALS

**WHEREAS**, the Assignor has adopted and used and are using in commerce the marks set forth in the attached Schedule A (collectively, the “Marks”); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to Assignee, said Marks and the goodwill associated with such Marks;

**WHEREAS**, in conjunction with this Marks Assignment, Assignee is acquiring the portion of Assignor’s business to which the Marks pertain; and

**WHEREAS**, all of the terms and conditions precedent provided in the Asset Purchase Agreement have been met and performed by the respective parties thereto, and the Assignor and Assignee now desire to carry out the intent and purpose of the Asset Purchase Agreement by the Assignor’s execution and delivery to the Assignee of this instrument evidencing the assignment by the Assignor and the assumption by Assignee of all the Marks.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective as of the Closing Date, the Assignor hereby assigns to Assignee all rights, title and interests in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks.

Section 2. Effective upon the Closing Date, the Assignor authorizes and requests the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

Section 3. After the Closing Date and at Assignee's request, the Assignor will, at Assignee's sole expense, provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials) to obtain, perfect, and defend the Marks in the United States or any foreign country.

Section 4. Each of the Assignor and Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

Section 5. The rights and obligations of the parties shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Section 6. This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**[Signatures Follow On a Separate Page]**

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be signed by its duly authorized officer as of the date first written above.

“Assignor”

**BECTON, DICKINSON AND COMPANY**

By: *Richard A. Carbone*  
Name: *Richard A. Carbone*  
Title: *Assistant Secretary*

[Jurisdiction] *Passaic County, N.J.*  
[city/county] \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned notary public,  
Day Month

personally appeared *Richard A. Carbone*  
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which  
was/were *N. J. drivers' license*

\_\_\_\_\_  
Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and  
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

as *Assistant Secretary* for  
Title of Office

*Becton, Dickinson and Company*

MARY LOU KITTREN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 8, 2013

*Mary Lou Kittren*  
Signature of Notary Public

Place Notary Seal and/or Stamp above

ACCEPTED:

"Assignee"

**ASPEN SURGICAL PRODUCTS, INC.**

By: [Signature]  
Name: Richard Adloff  
Title: Chief Financial Officer

Illinois  
[Jurisdiction]  
Lake  
Dorest [city/county] Lake, IL, ss.

On this 28<sup>th</sup> day of July, 2010, before me, the undersigned notary public,  
Day Month

personally appeared RICHARD C. ADLOFF,  
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which  
was/were United States Passport

Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and  
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

As Chief Financial Officer for  
Title of Office  
Aspen Surgical Products, Inc.



[Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp above

## Schedule A

Case Number Trademark	Sub Case Country	Status Class(es)	Application Number/Date	Registration Number/Date
<b>BARD-PARKER</b>	TMK 19960369	Registered	59470	59470
	Egypt	10 Int.	30-Aug-81	30-Aug-91
<b>BARD-PARKER</b>	TMK 19960400	Registered	2024	1230IEPI
	Ecuador	10 Int.	28-Aug-85	13-Feb-96
<b>BARD-PARKER</b>	TMK 19960430	Registered	71321	1495458
	France	05 Int., 10 Int., 21 Int.	31-Oct-68	31-Oct-88
<b>BARD-PARKER</b>	TMK 19960494	Registered	920032	920032
	Germany	05 Int., 09 Int., 10 Int.	7-Apr-83	6-Apr-93
<b>BARD-PARKER</b>	TMK 19960675	Registered	516681985	2277715
	Japan	01 Int.	22-May-85	31-Oct-90
<b>BARD-PARKER</b>	TMK 19960681	Registered	516941985	1950405
	Japan	17 Int.	22-May-85	30-Apr-87
<b>BARD-PARKER</b>	TMK 19960964	Registered	74-2105	155,114
	Sweden	05 Int., 10 Int.	30-Apr-74	23-Apr-96
<b>BARD-PARKER</b>	TMK 19961764	Registered	7726062	424360
	Taiwan	10 Int.	7-Jun-88	16-Dec-88
<b>BARD-PARKER</b>	TMK 19961848	Registered	354807	Kor89922
	Thailand	10 Int.	17-May-88	17-Jan-89
<b>BARD-PARKER</b>	TMK 19962016	Registered	135,916	12,190
	Peru	05 Int.	17-Mar-88	29-Dec-94
<b>BARD-PARKER</b>	TMK 19962186	Registered	908389	663
	Hong Kong	10 Int.	16-Nov-89	16-Nov-89
<b>BARD-PARKER</b>	TMK 19962237	Registered	8906974	
	Malaysia	10 Int.	9-Nov-89	
<b>BARD-PARKER</b>	TMK 19962255	Registered	188549	188549
	New Zealand	10 Int.	31-Oct-88	31-Oct-95
<b>BARD-PARKER</b>	TMK 19962261	Registered	S/6374/88	T8806374A
	Singapore	10 Int.	16-Nov-88	16-Nov-95
<b>BARD-PARKER</b>	TMK 19962414	Registered	135,919	15,168
	Peru	10 Int.	17-Mar-88	29-Dec-94
<b>BARD-PARKER</b>	TMK 19962470	Registered	515272	515272
	India	10 Int.	18-Aug-89	18-Aug-89
<b>BARD-PARKER</b>	TMK 19963042	Registered	B9166610	2036513
	Germany	05 Int., 09 Int., 10 Int.	21-Dec-90	18-May-93
<b>BARD-PARKER</b>	TMK 19963452	Registered	250,364	121,258
	Canada	05 Int., 10 Int.	10-Apr-59	24-Feb-90
<b>BARD-PARKER</b>	TMK 19964085	Registered	AM417392	144516
	Austria	10 Int.	27-Aug-92	22-Oct-92
<b>BARD-PARKER</b>	TMK 19964086	Registered	784431	519978
	Benelux	10 Int.	13-Aug-92	13-Aug-92
<b>BARD-PARKER</b>	TMK 19964087	Registered	VA 05 835 19	VR 08.034 19
	Denmark	10 Int.	14-Aug-92	19-Nov-93
<b>BARD-PARKER</b>	TMK 19964088	Registered	3977/92	134690
	Finland	10 Int.	17-Aug-92	21-Nov-94

Case Number Trademark	Sub Case Country	Status Class(es)	Application Number/Date	Registration Number/Date
<b>BARD-PARKER</b>	TMK 19964089	Registered	110636	110623
	Greece	10 Int.	9-Sep-92	17-Dec-96
<b>BARD-PARKER</b>	TMK 19964090	Registered	RM92C003388	644068
	Italy	10 Int.	2-Sep-92	28-Feb-95
<b>BARD-PARKER</b>	TMK 19964091	Registered	92/4090	167,470
	Norway	10 Int.	17-Aug-92	30-Mar-95
<b>BARD-PARKER</b>	TMK 19964092	Registered	285767	285767
	Portugal	10 Int.	27-Aug-92	26-Apr-94
<b>BARD-PARKER</b>	TMK 19964094	Registered	1717610	1717610
	Spain	10 Int.	17-Aug-92	5-May-95
<b>BARD-PARKER</b>	TMK 19964490	Registered	776375	776375
	Australia	10 Int.	28-May-96	28-May-96
<b>BARD-PARKER</b>	TMK 19964905	Registered	9508031	9508031
	South Africa	10 Int.	23-Jun-95	23-Jun-95
<b>BARD-PARKER</b>	TMK 19975608	Registered	8677	94420
	Guatemala	10 Int.	16-Oct-97	17-Mar-99
<b>BARD-PARKER</b>	TMK 19990026	Registered	1172279	1172279
	European Community	10 Int.	14-May-99	22-Jan-01
<b>BARD-PARKER</b>	TMK 19990093	Registered	1.232E+09	6057160
	Brazil	10 Int.	10-Mar-75	10-Mar-95
<b>BARD-PARKER</b>	TMK 19990094	Registered	1232/0605.71	6057179
	Brazil	10 Int.	10-Mar-75	10-Mar-95
<b>BARD-PARKER</b>	TMK 19990142	Registered	1509635	1509635
	United Kingdom	10 Int.	13-Aug-92	31-Oct-94
<b>BARD-PARKER</b>	TMK 20030159	Registered	78267573	2884264
	United States of America	10 Int.	26-Jun-03	14-Sep-04
<b>BARD-PARKER IN</b>	TMK 19960676	Registered	516691985	2279008
<b>KATAKANA BARD-PARKER IN</b>	Japan	01 Int.	22-May-85	30-Nov-90
<b>KATAKANA BARD-PARKER "T IS SCHERP"</b>	TMK 19960687	Registered	516951985	1950406
	Japan	17 Int.	22-May-85	30-Apr-87
<b>B-P</b>	TMK 19960186	Registered	565571	83753
	Benelux	08 Int., 10 Int.	30-Nov-71	30-Nov-90
<b>B-P</b>	TMK 19960003	Registered	250,365	120435
	Canada	05 Int., 10 Int.	10-Apr-59	16-Dec-90
<b>B-P</b>	TMK 19960288	Registered	888716	608887161
	Brazil	09 Int.	27-Jun-69	11-Feb-92
<b>B-P</b>	TMK 19960916	Registered	756020	B756020
	South Africa	05 Int.	11-Nov-75	11-Nov-75
<b>B-P</b>	TMK 19960917	Registered	756021	B756021
	South Africa	10 Int.	11-Nov-75	11-Nov-75
<b>B-P</b>	TMK 19963198	Registered	71668366	616625
	United States of America	10 Int.	17-Jun-54	22-Nov-55
<b>B-P BARD PARKER</b>	TMK 19960971	Registered	74-2104	156,539
	Sweden	05 Int., 10 Int.	30-Apr-74	27-Aug-96



Case Number Trademark	Sub Case Country	Status Class(es)	Application Number/Date	Registration Number/Date
<b>B-P BARD- PARKER</b>	TMK 19960821	Registered	114997	114997
	Mexico	09 Int., 10 Int., 21 Int.	26-Aug-63	26-Aug-63
<b>B-P WITH DESIGN</b>	TMK 19961427	Registered	6,109	170493
	Ecuador	10 Int.	24-Sep-86	22-Jan-93
<b>B-P WITH DESIGN</b>	TMK 19975352	Registered	293922	293922
	Australia	10 Int.	3-Feb-76	3-Feb-97
<b>RIB-BACK</b>	TMK 19960038	Registered	515545	296691
	Canada	10 Int.	19-Jan-84	2-Nov-84
<b>RIB-BACK</b>	TMK 19960936	Registered	756035	B756035
	South Africa	10 Int.	11-Nov-75	11-Nov-75
<b>RIB-BACK</b>	TMK 20090268	Registered	77830943	3806085
	United States of America	10 Int.	21-Sep-09	22-Jun-10
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962884	Registered	766107	503926
	Benelux	10 Int.	3-Jul-91	3-Jul-91
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962885	Registered	VA043951991	VR199603816
	Denmark	10 Int.	21-Jun-91	28-Jun-96
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962886	Registered	293570	1673001
	France	10 Int.	24-Jun-91	24-Jun-91
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962887	Registered	B9300810	2103326
	Germany	10 Int.	25-Jun-91	13-May-97
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962888	Registered	104762	104762
	Greece	10 Int.	28-Jun-91	17-Jun-94
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962889	Registered	913093	145587
	Ireland	10 Int.	24-Jun-91	24-Jun-91
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962890	Registered	RM91C002540	613240
	Italy	10 Int.	11-Jul-91	29-Dec-93
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962891	Registered	913246	176208
	Norway	10 Int.	27-Jun-91	15-Aug-96
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19962895	Registered	435819910	391239
	Switzerland	10 Int.	24-Jun-91	24-Jun-91
<b>SAFETYLOCK WITH DESIGN</b>	TMK 19990201	Registered	275384	275384
	Portugal	10 Int.	12-Jul-91	4-Jun-93