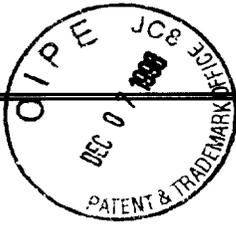


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PATENT OFFICE

FORM PTO-1595  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Multi-Arc, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): <b>Name: Hayes Medical, Inc.</b> <b>Street Address: 819 Striker Avenue, Suite 10</b> <b>City: Sacramento, California 95834-1129</b> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>8/6/98</u> <p style="text-align: center; font-size: 1.5em;"><b>MAD 12.7.98</b></p>	

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

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

A. Patent Application No.(s): 09/079,502	B. Patent No.(s):
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Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed: <b>Name: John J. Bruckner</b> <b>Internal Address: 1117-1</b> <b>Wilson Sonsini Goodrich &amp; Rosati</b> <b>650 Page Mill Road</b> <b>Palo Alto, CA 94304-1050</b>	6. Total number of applications and patents involved: [1]
	7. Total fee (37 CFR 3.41) ..... \$40.00 <b>E</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account
	8. Deposit account number: <u>23-2415</u> (Attorney Docket No.: 13928-707)

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.*

	<u>John J. Bruckner</u>	<u>Dec. 1, '98</u>
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments and document: **3**

12/11/1998 ZABDALLA 00000054 232415 09079502  
07 FC:581 40.00 CH

## CORPORATE TO CORPORATE ASSIGNMENT

WHEREAS, Multi-Arc, Inc., a corporation of Delaware having a place of business at 200 Roundbill Drive, Rockaway, N.J. 07866, (hereinafter termed "Assignor"), owns a portion of the entire right, title, and interest in and to certain new and useful improvements in

### IMPLANT WITH COMPOSITE COATING

disclosed and identified in an application for a United States patent filed on May 14, 1998 as Application U.S. Ser. No. 09/079,502 (hereinafter "Said Inventions,"); and

WHEREAS, Hayes Medical, Inc., a corporation of California having a place of business at 819 Striker Avenue, Suite 10, Sacramento, CA 95834-1129, (hereinafter termed "Assignee"), is desirous of acquiring all of the Assignor's said portion of the entire right, title and interest in and to Said Inventions, and in and to any and all patent applications, patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee all of the said portion of the entire right, title and interest (a) in and to Said Inventions; (b) in and to all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on Said Inventions in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee, to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Inventions; and (f) for legal proceedings involving Said Inventions and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

MULTI-ARC, INC.

*Peter D. Flood*

Peter D. Flood

*CEO*

Title

Date

State of New Jersey )

County of *Morris* )

On *Aug 6*, 1998, before me, *Peter D. Flood* personally appeared \_\_\_\_\_,

personally known to me or  proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Marie A. Devereaux*

(Notary Public)

MARIE A. DEVEREAUX  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 2, 1999