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(Rev. 6-93) PATENTS ONLY

U.S. Dept. Of Commerce
Patent & Trademark Office

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

200 APR 19 PM 3:34
PR/NAME

1. Name of conveying party(ies): Donal Kranendonk
2. Name and Address of receiving party(ies):
Name: Retrax Safety Systems, Inc.
Street Address: 1200 Brickell Avenue
Miami, FL 33131

3. Nature of conveyance:
 Assignment Merger Additional name(s) & addresses: Yes
 Security Agm. Change of Name No
 Other
Execution Date: _____

4. Application number(s) or patent number(s): 5,617,952

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

A. Patent Application No.(s): B. Patent No(s): 05-15-2000

5,617,952



Additional numbers attached? Yes No

101356589

5. Name and address of party whom correspondence concerning document should be mailed: 6. Total number of applications and Patents involved: 1

Name: David M. Garvin 7. Total fee (37 CFR 3.41)...\$ 40.00

Internal Address: Retrax Safety Systems, Inc.

Enclosed

Street Address: 1200 Brickell Avenue
Suite 1480

Charge to charge Dep. Acct.

City: Miami State: FL Zip: 33131

8. Deposit Account No: _____

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.
David M. Garvin [Signature] 4/12/00
Name of person signing Signature Date

Total number of pages including cover sheet, attachments and document: 4

05/12/2000 BNGUYEN 00000005 5617952
01 FC:581 40.00 OP

ASSIGNMENT

INVENTOR/ASSIGNOR: Donald^H Kranendonk
Status: an individual
Address: 193 Commodore Drive
City: Jupiter State/Zip: FL 33477

ASSIGNEE: Retrax Safety Systems, Inc.
Status: a Florida Corporation
Address: 1200 Brickell Avenue, Suite 1480
City: Miami State/Zip: FL 33131

TITLE OF INVENTION: SUTURE NEEDLE PROTECTOR
U.S. PATENT REGISTRATION NO.: 5,617,952
DATE OF ISSUE: April 8, 1997
SERIAL NUMBER: 163,162

Assignor having made the above invention, now a registered Patent of the United States, and the Assignee being desirous of acquiring the same, in consideration of One Dollar (\$1.00) and other good and valuable consideration, Assignor hereby assigns, transfers, set over to the Assignee, including its successors, assigns, heirs, administrators, all of the Assignor's right, title and interest in and to the registered patent identified herein;

Assignor assigns all of his right, title and interest in and to said invention in all foreign countries, and any Letters Patent which may evolve therefrom;

Assignor agrees to execute any papers or perform any acts required to establish, vest or protect the Assignee's rights therein or required by Assignee to obtain said registered Patent, without any additional payment therefor, but without any expense to Assignor;

The undersigned hereby grant(s) the Assignee and its duly authorized representatives the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and any equivalent foreign office, for recordation of this document.

Date: MARCH 28, 2000

Donald H. Kranendonk
Donald H. Kranendonk

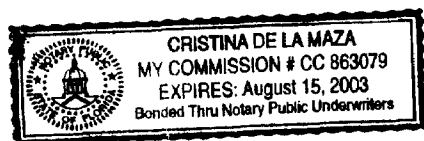
STATE OF FLORIDA)
COUNTY OF)

Before me this 28 day of MARCH 2000, personally appeared the above named individual, to me known to be the person described in, and who executed the foregoing assignment instrument and acknowledge to me that he executed the same on his own free will for the purpose therein expressed.

[Signature]
Notary Public



Personally known _____
or Product Identification _____
Type of Identification Produced DRIVERS license



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

For valuable consideration received from Retrax Safety Systems, Inc. (herein called "Grantee") pursuant to a certain Agreement to Purchase Business Assets (dated as of March 28th, 2000), Donald Kranendonk, Donna Kranendonk, and Kranendonk Design And Manufacturing Corporation (herein called "Grantor") does hereby grant, bargain, sell, assign, transfer and deliver unto Grantee all of Grantor's rights, title and interests in and to the items described in Exhibit 1 of that certain Agreement (attached hereto and incorporated herein by reference) subject to the terms and conditions of said Agreement.

Grantor hereby constitutes and appoints Grantee the true and lawful attorney of Grantor, for full power of substitution, for him and in his name and stead, but on behalf of and for the benefit of Grantee, to demand, receive and collect from time to time any and all monies, credits, claims or rights due or to become due relating to the assets, properties and rights granted, bargained, sold, conveyed, assigned, transferred, set over and delivered or intended so to be by this Bill of Sale from Grantor to Grantee, and to give receipts and releases for and in respect of the same or any part thereof; to collect, for the account of Grantee, all items of Grantor transferred to Grantee as provided herein and to endorse in the name of Grantor or Grantee any checks received on account of such Grantor, but at the expense and for the benefit of Grantee, any and all proceedings at law, in equity or otherwise which Grantee may deem proper; to collect, assert, protect and enforce any claim, right, title, debt, account or interest of any kind in or to any of said assets, properties and rights and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and to do all such acts and things in relation thereto as Grantee shall deem desirable. Grantor hereby declares that the appointment made and powers granted by this paragraph are coupled with an interest and are and shall be irrevocable by Grantor and shall extend to Grantee's successors and assigns. Grantor will transfer and deliver to Grantee any cash or other property that Grantor may receive in respect of any items transferred to Grantee as provided herein.

IN WITNESS WHEREOF, the Parties hereunto have set their hands at Miami, Florida as of this 28 th day of March, 2000.

In the presence of:

RETRAX SAFETY SYSTEMS, INC.,
a Florida corporation

By: [Signature]
"Grantee"

DONALD KRANENDONK,
individual

By: [Signature]
"Grantor"

DONNA KRANENDONK,
individual

By: [Signature]
"Grantor"

KRANENDONK DESIGN AND
MANUFACTURING CORP.,
a Florida corporation

By: [Signature]
"Grantor"
President

EXHIBIT 1 - PURCHASED ASSETS

1. Sterile Point Guards boxed in packages of 80 (~ 6000)
2. Single cavity mold for main body and suspension strap assembly
3. Exclusive license for use of extrusion head and magnetizing fixture for magnet owned by Mag-tech
4. Punch for straps
5. Blister packaging mold
6. Blister packages (41,760)
7. Videos: five minute advertisement (8); Point Guard Demo (1)
8. Table top advertisement booth with signage and carrying case
9. U.S. Patent # 5,617,952
10. FDA 510(K) Approval AND All rights thereto
for the point guard including all claims made in the 510(K)
Application -
11. 100% OF STOCK OF KRANENDONK Design AND Manufacturing
Corporation.

Donald W. Kranendonk
Donna Kranendonk