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To the Honorable Commissioner of Patents a

...al documents or copy thereof.

1. Name of Conveying party(ies):

S.T.I. Medical Corporation

109-01

additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies)

Name: **DHD Healthcare Corporation**

Internal Address: _____

Street Address: **One Madison Street**

City: **Wampsville** State: **NY** Zip **13163**

Additional Name(s) & address(es) attached Yes No

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 07/06/01

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)

09/505,558

B. Patent No. (s)

6,067,985 and 5,829,430

Additional number attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **August E. Roehrig, Jr., Esq.**

Internal Address: **Hancock & Estabrook, LLP**

Street Address: **1500 MONY Tower I
PO Box 4976**

City: **Syracuse** State: **NY** Zip: **13221-4976**

Additional Name(s) & address(es) attached Yes No

6. Total Number of applications and patents involved:

3

7. Total fee (37 CFR 3.41 \$ **120.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 50-0576

Charge any deficiencies or credit any overpayment

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120.00 DP

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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.

August E. Roehrig, Jr.
Name of person Signing

Signature

10/03/01
Date

Total number of pages including cover sheet, attachments and documents

7

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner for Patents
Washington DC 20231

PATENT

REEL: 012243 FRAME: 0905

PATENT ASSIGNMENT

WHEREAS, S.T.I. Medical Products Corporation (the "Seller"), a California corporation, is the sole and exclusive owner of the patents and patent applications listed on the attached Schedule A, and of the inventions or improvements disclosed therein (all hereinafter collectively referred to as the "Patents");

WHEREAS, DHD Healthcare Corporation (the "Purchaser"), a New York corporation, is acquiring the Patents from the Seller pursuant to the terms set forth in that certain Asset Purchase Agreement by and between the Seller and the Purchaser dated as of July 9, 2001 (the "Agreement"); and

WHEREAS, the Seller wishes to herein memorialize said assignment, transfer and sale of the Patents to the Purchaser.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Purchaser, all right, title and interest in and to the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions, the same to be held and enjoyed by the Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made; together with all claims for past and future damages by reason of infringement of same, with the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Patents, to record this Patent Assignment. The Seller hereby further requests the Commissioner and his or her foreign counterparts to issue any and all patents resulting from applications among the Patents or derived therefrom to the Purchaser as assignee of the entire interest.

This Patent Assignment shall be effective as of July 9, 2001. This Patent Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Seller and the Purchaser. This Patent Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

[Signatures on following page]

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on July 6, 2001.

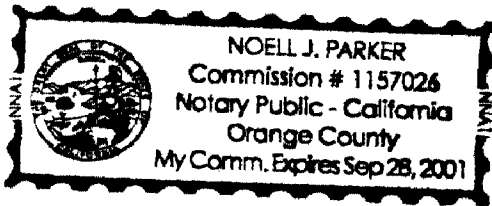
S.T.I. MEDICAL PRODUCTS CORPORATION

By: *Michael Brown*
Name:
Title:

CERTIFICATE OF ACKNOWLEDGEMENT

I, Noell J. Parker, a Notary Public in and for Orange County do hereby certify that Michael Brown personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, S.T.I. Medical Products Corporation, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 6th day of July, 2001.



Noell J. Parker
Notary Public

Commission Expires: Sept 28, 2001

**SCHEDULE A
TO
PATENT ASSIGNMENT**

1. Adjustable Endotracheal Tube Holder, Patent number 6,067,985, issued May 30, 2000.
2. Endotracheal Tube Holder, Patent number 5,829,430, issued November 3, 1998.
3. Patent Application No. 09/505,558 for an Endotracheal Tube Holder, filed on February 17, 2000.

ASSIGNMENT OF PATENTS AND/OR APPLICATIONS

WHEREAS, Steven T. Islava ("Islava"), a United States citizen, residing at 315 Margiold, Corona Del Mar, CA 92625, is the owner of the entire right, title and interest in the following U.S. Letters Patent and U.S. Patent Applications, and in the inventions described and claimed therein;

<u>App. No.</u>	<u>Filing Date</u>	<u>Title</u>
09/505,558	February 17, 2000	Endotracheal Tube Holder ✓
09/569,694	May 11, 2000	Inflatable Splint

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,402,776	April 4, 1995	Endotracheal Tube Holder
5,513,633	May 7, 1996	Endotracheal Tube Holder
6,067,985	May 30, 2000	Adjustable Endotracheal Tube Holder ✓
5,788,658	August 4, 1998	Field Adjustable Extrication Collar
6,170,486	January 9, 2001	Head Immobilizer
5,829,430	November 3, 1998	Endotracheal Tube Holder ✓

WHEREAS, S.T.I. Medical Products Corporation ("S.T.I."), a California corporation, having a principal place of business at 1599 Superior Ave., Ste. A-4, Costa Mesa, CA 92627 desires to acquire the entire right, title and interest in and unto said U.S. Patents and U.S. Patent Applications and the inventions described therein.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Islava agrees to sell, assign, transfer and set over and does hereby sell, assign, transfer and set over to S.T.I., the entire right, title and interest in, to and under the above identified U.S. Letters Patents and U.S. applications for Letters Patent and the inventions described therein including any and all applications for said inventions applied for in foreign countries, and

patents issuing thereon and any continuations, divisions, continuations-in-part, reissues or extensions thereof and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Islava if this assignment and sale had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives;

Islava authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States on said inventions or resulting from said applications or any continuations, continuations-in-part, reissues, divisions or extensions thereof to S.T.I., as assignee of the entire right title and interest in and to the same, for the sole use and enjoyment of S.T.I., its successors, assigns or other legal representatives.

Islava shall provide S.T.I., its successors, assigns or other legal representatives, cooperation and assistance at their request and reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the invention assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including testifying as to any facts relating to the patent rights assigned herein; (3) in perfecting the assignments of any foreign applications or patents on said inventions to S.T.I.; and (4) in obtaining any additional patent protection that S.T.I. may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or

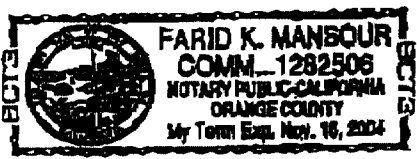
any other country; and (5) in the implementation or perfection of this assignment.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 day of JUNE, 2001.

By: Steven T. Islava
Steven T. Islava

State of California
County of Orange

On 6/29/01 before me, FARID K. MANSOUR personally appeared Steven T. ISLAVA personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal:



Signature: [Handwritten Signature]