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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Endeavour, LLC
5.20.02

2. Name and address of receiving party(ies)
Name: William F. Shea, LLC
Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date:

Street Address: 31 Hastings Turn

City: Avon State: CT Zip: 06001

Additional name(s) & address(es) attached? Yes No

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)

B. Patent No.(s) 5,437,604 5,512,032
5,618,257

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: W. Steven Bryant, Esq.
Internal Address:

Street Address:
Oppenheimer, Blend, Harrison & Tate, Inc.
711 Navarro, Sixth Floor
City: San Antonio State: TX Zip: 78205

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 120.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.
W. Steven Bryant
Name of Person Signing

W. Steven Bryant
Signature
05/13/2002
Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

05/23/2002 T01A21 00000103 5437604
01 FC:581 120.00 OP

PATENT
REEL: 12906 FRAME: 0757

ASSIGNMENT OF NOTE AND LIENS
(HK Medical Technologies, Inc.)

This ASSIGNMENT OF NOTE AND LIENS (this "Assignment") is entered into as of February 28, 2002, by and between ENDEAVOUR, LLC, successor in interest to BANK OF AMERICA, N.A. ("Existing Lender") and WILLIAM F. SHEA, LLC ("New Lender").

WITNESSETH:

WHEREAS, the Existing Lender is the present owner and holder of that certain promissory note (the "Existing Note") executed and delivered by HK Medical Technologies, Inc. ("Borrower") and more specifically described on Exhibit A attached hereto and incorporated herein by reference, such Existing Note being made pursuant and subject to the loan and security documents more specifically described on Exhibit A attached hereto and incorporated herein by reference (together with the Existing Note being hereinafter collectively referred to as the "Assigned Documents"); and

WHEREAS, the Existing Lender and the New Lender specifically agree that the liens in certain stock owned by the Borrower in Herring International, Inc. are reserved by the Existing Lender and such liens are not transferred to New Lender pursuant to this assignment; and

WHEREAS, the Existing Lender has agreed to sell and assign the Assigned Documents to the New Lender.

NOW, THEREFORE, for and in consideration of the payment of the sums reflected in the Existing Lender's January 30, 2002 letter to the New Lender and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the mutual and dependent covenants herein contained, the Existing Lender and the New Lender hereby agree as follows:

1. Assignment. Existing Lender has TRANSFERRED, ASSIGNED, SOLD, GRANTED and CONVEYED and does by these presents TRANSFER, ASSIGN, SELL, GRANT and CONVEY, **WITHOUT RECOURSE, REPRESENTATION OR WARRANTY** of any kind whatsoever, either express or implied, (other than the warranty of title found in Section 3) unto the New Lender the Assigned Documents, together with all, if any, attendant liens, rights, titles, assignments and interests (including security interests) pertaining to or arising from the Assigned Documents, including, but not limited to, the lien and security interest and warrants created in and evidenced by the Assigned Documents, but specifically excluding any liens in stock of Herring International, Inc. Concurrently with the execution of this Assignment, Existing Lender shall cause the execution of all documents necessary to assign to New Lender all financing statements and U.S. Patent and Trademark Office filings perfecting or evidencing security interests in connection with the Existing Note (excluding the security interest in the stock of Herring International, Inc.). Existing Lender shall cause the execution of such other documents as may be reasonably requested by New Lender to further document and evidence the assignment of the Assigned Documents to New Lender provided in this Assignment.

2. Delivery of Documents. Concurrently herewith Existing Lender agrees to endorse and deliver the Existing Note to New Lender as follows: "Pay to the order of William F. Shea, LLC, **WITHOUT RECOURSE, WARRANTY OR REPRESENTATION** of any kind whatsoever, either express or implied, except as set forth in that certain Assignment of Note and Liens dated as of _____, 2002, between Endeavour, LLC and William F. Shea, LLC". Existing Lender further agrees to deliver to New Lender, concurrently with the execution of this Assignment, the original of each of the Assigned Documents currently in its possession or control as soon as is practicable, together with the original of all stock certificates for all stock pledged thereunder, other than the stock of Herring International, Inc. (the "Stock"). Notwithstanding anything to the contrary, the Existing Note and the Stock shall be provided concurrently with the execution of this Assignment.

3. Warranty of Title. To the same extent that the Existing Lender received such right, title and interest from the Immediate Prior Seller (as defined below), Existing Lender represents and warrants to New Lender that Existing Lender is the owner and holder of the full, undivided right, title and interest in and to the Assigned Documents and the same are not subject to any liens or security interests created by, through or under Existing Lender. Existing Lender hereby transfers and assigns to New Lender any and all of Existing Lender's rights under any Warranties of Title in the Predecessor Transfer Agreements (as defined below) insofar as they relate to the Assigned Documents, and Existing Lender represents and warrants that such transfer and assignment does not violate the Predecessor Transfer Agreements. Other than as specifically provided for in this Assignment, Existing Lender makes no representation or warranty of any kind whatsoever, either express or implied, to New Lender. As used herein, (a) "Immediate Prior Seller" means Bank of America Strategic Solutions, LLC, the party from whom the Existing Lender acquired its right, title and interest in and to the Assigned Document and (b) "Predecessor Transfer Agreements" means (i) the Contribution Agreement dated as of August 23, 2001 by and between Bank of America, N.A. and Bank of America Strategic Solutions, LLC and (ii) the Contribution Agreement dated as of October 23, 2001 by and between Banc of America Strategic Solutions, LLC and Endeavour, LLC.

4. Counterparts. This Assignment may be executed in counterparts, all of which together shall constitute one and the same instrument. Execution of this Assignment via facsimile shall be effective, and signatures received via facsimile shall be binding up on the parties hereto and shall be effective as originals.

[Remainder of this page intentionally left blank.]


IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first written above.

EXISTING LENDER:

ENDEAVOUR, LLC


By: PPM America

Its: Attorney-in-fact

By: 
Name: Kenneth W. Schlemmel,
Title: Senior Managing Director

NEW LENDER:

WILLIAM F. SHEA, LLC

By: 
Name: William F. Shea
Title: Authorized Member

STATE OF Illinois §
COUNTY OF Cook §

This instrument was SUBSCRIBED AND SWORN TO and ACKNOWLEDGED before me on the 28th day of February, 2002, by Kenneth W. Schlemmel, the Senior Managing Director of ENDEAVOUR, LLC, a _____ limited liability company, on behalf of said limited liability company.

[SEAL] "OFFICIAL SEAL"
SUSANA HERRERA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires: EXPIRES 7/14/2003

Susana Herrera
Notary Public, State of Illinois

STATE OF _____ §
COUNTY OF _____ §

This instrument was SUBSCRIBED AND SWORN TO and ACKNOWLEDGED before me on the _____ day of _____, 2002, by William F. Shea of WILLIAM F. SHEA, LLC, a Connecticut limited liability company, on behalf of said limited liability company.

[SEAL]

Notary Public, State of _____

My Commission Expires:

EXHIBIT A

Existing Note and Other Loan Documents

1. Loan Agreement dated as of March 12, 1998 between HK Medical Technologies, Inc. ("HK") and Bank of America, N.A., formerly known as NationsBank, N.A., successor by merger to NationsBank of Texas, N.A. ("Bank") (the "Loan Agreement").
2. First Amendment to Loan Agreement dated as of May 15, 2000 between HK and Bank.
3. Promissory Note dated March 12, 1998 executed by HK, payable to the order of Bank in the maximum amount of \$5,000,000.00, with a maturity date of March 12, 2000.
4. Note Modification Agreement effective as of March 12, 2000 between HK and Bank extending the maturity date to May 15, 2000.
5. Second Note Modification Agreement effective as of May 15, 2000 between HK and Bank extending the maturity date to May 15, 2001.
6. Security Agreement (Intellectual Property) dated as of September 26, 1997 between HK and Bank.
7. Security Agreement (Intellectual Property) dated March 12, 1998 by and between HK and Bank.
8. Security Agreement – Pledge of Contract and Contract Rights dated as of May 15, 2000 between HK and Bank.
9. Security Agreement dated as of March 12, 1998 between HK and Bank as amended by First Amendment dated May 15, 2000.
10. Pledge Agreement executed as of May 15, 2000 between The Herring Group, Inc. ("Herring") and Bank whereby Herring pledged 1,000 shares of the common stock of Pan Texas Medical Technology Investments, Inc., a Texas corporation.
11. Pledge Agreement between Herring and Bank, executed as of May 15, 2000, whereby Herring pledged 4,507,303 shares of preferred stock of Pan Texas Medical Technology Investments, Inc., a Texas corporation.
12. Pledge Agreement between HK and Bank, executed as of May 15, 2000, whereby HK pledged 51,000 shares of common stock of EHTI Medical Corporation, a Texas corporation.
13. Pledge Agreement between HK and Bank, executed as of May 15, 2000, whereby HK pledged 400,000 shares of the convertible preferred stock of EHTI Medical Corporation, a Texas corporation.

14. Warrant Agreement dated as of March 12, 1998 between HK and Bank, together with letter agreement regarding warrants in HK dated February 23, 1998 and related documents referenced in Section 2B of the above described Loan Agreement.
15. Continuing and Unconditional Guaranty dated as of May 15, 2000 between HK and Bank.
16. Continuing and Unconditional Guaranty dated as of May 15, 2000 between Herring and Bank.
17. Continuing and Unconditional Guaranty dated as of May 15, 2000 between Tim H. Herring and Bank.
18. Continuing and Unconditional Guaranty dated as of May 15, 2000 between Tom F. Herring, Sr. and Bank.
19. Continuing and Unconditional Guaranty dated as of March 15, 2000 between Tom F. Herring, Jr. and Bank.
20. Continuing and Unconditional Guaranty dated as of May 15, 2000 between Penny Ann Herring and Bank.
21. Continuing and Unconditional Guaranty dated as of May 15, 2000 between Adriana Herring and Bank.
22. Continuing and Unconditional Guaranty dated as of March 12, 1998 between Herring and Bank.
23. Continuing and Unconditional Guaranty dated as of March 12, 1998 between Tim H. Herring and Bank.
24. Continuing and Unconditional Guaranty dated as of March 12, 1998 between Tom F. Herring, Sr. and Bank.
25. Continuing and Unconditional Guaranty dated as of March 12, 1998 between Tom F. Herring, Jr. and Bank.
26. Cross Default/Cross Collateralization Agreement dated as of May 15, 2000 by and among Bank, HK and Herring.
27. UCC Financing Statements, including but not limited to that certain Continuation Statement filed February 4, 2002 in the office of the Texas Secretary of State naming HK as Debtor and Bank as Secured Party.
28. Pledge Agreement dated March 26, 2001 between HK and Bank, whereby HK pledged 10,411 shares of common stock of Feelsure Health Corporation.
29. Stock Certificate #12 for 10,411 shares of common stock of Feelsure Health Corporation

30. Stock Power for Feelsure Health Corporation stock
31. 4Future Partial Release Agreement dated March 26, 2001 between Bank and HK.
32. Partial Release of Lien dated March 26, 2001 between Bank and HK.

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