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FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (Exp. 5/31/2002)



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To the honorable Commissioner of Pat

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Waterfall Company, Inc.

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

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Transfer of Collateral pursuant to Secured Party Bill of Sale

Execution Date: August 20, 2003

2. Name and address of receiving party(ies):

Name : Comprehensive Financial Management, as Representative of Secured Lenders

Internal Address:

Street Address: 720 University Avenue, #200

City: Los Gatos State: CA Zip: 95032

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)

09/193,264 10/100,242

B. Patent No.(s):

6,286,725 6,202,901 6,079,449 5,836,484

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ankey To
 Internal Address:
 Mailing Address: Cooley Godward LLP
 One Maritime Plaza, 20th Floor

City: San Francisco State: CA Zip: 94111

6. Total number of applications and patents involved: 6

7. Total Fee (37 CFR 3.41): \$ 240.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 03-3115.
(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.

Ankey To

September 12, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 6

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M240-00-00
 Documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

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PATENT
 REEL: 014468 FRAME: 0699

SECURED PARTY BILL OF SALE

Date: August 20, 2003

In consideration of its credit bid of the sum of One Million One Hundred Thirty-Three Thousand and Thirty-Seven Dollars and no Cents (\$1,133,037.00), Comprehensive Financial Management, LLC, a California limited liability company, in its capacity as a secured party, and the representative to the secured lenders ("Representative of Secured Lenders") listed on Exhibit A (collectively, the "Secured Lenders") to that certain Loan and Security Agreement dated as of January 16, 2002, by and among Waterfall Company, Inc., a Wyoming corporation ("Debtor"), hereby sells, transfers, and assigns to Comprehensive Financial Management, LLC, a California limited liability company, in its capacity as the Representative of Secured Lenders, and the purchaser at a public foreclosure sale ("Purchaser"), and Purchaser hereby accepts delivery of, all the right, title, and interest of the Debtor, in and to the property described on Exhibit A hereto (collectively, the "Collateral").

1. Representative of Secured Lenders is a California limited liability company, and has all necessary power and authority to deliver this Secured Party Bill Of Sale to Purchaser and to convey to Purchaser the Collateral.

2. Secured Lenders hold a valid, perfected, and first priority security interest in the Collateral.

3. Debtor is in default of its obligations to Secured Lenders and Secured Lenders are entitled to sell the Collateral under the terms of written agreements between Debtor and Secured Lenders, the provisions of the California Uniform Commercial Code, and other applicable laws.

4. The disposition of the Collateral affected by this Secured Party Bill Of Sale transfers to Purchaser all of the Debtor's rights therein, discharges Secured Lenders' security interest under which it was made, and discharges any security interests or liens subordinate thereto.

5. Purchaser has purchased the Collateral free and clear of state and federal tax liens and of all rights and interest of Debtor and Secured Lenders and all claims of other creditors or claims of other third parties against Debtor with respect to the Collateral.

6. Except for those representations and warranties set forth in paragraphs 1 through 5 above, *Purchaser agrees that the Collateral is transferred without any warranties or representations of any kind, express or implied, including any warranties as to the validity or effectiveness of the Domestic and/or Foreign patents and/or patent applications, trademarks and/or trademark applications, or as to the merchantability or fitness of the Collateral for use or sale. There are no warranties which extend beyond the description on the face hereof and Purchaser agrees that the Collateral is placed at Purchaser's disposal in "as is" and "where is" condition.*

REPRESENTATIVE OF SECURED LENDERS:

COMPREHENSIVE FINANCIAL MANAGEMENT, LLC

By: 

Name: Michael G. Mohr

Title: Managing Member,
Comprehensive Financial Management, LLC
Secured Lenders' Representative

PURCHASER:

COMPREHENSIVE FINANCIAL MANAGEMENT, LLC

By: 

Name: Michael G. Mohr

Title: Managing Member,
Comprehensive Financial Management, LLC
Secured Lenders' Representative

EXHIBIT A
DESCRIPTION OF COLLATERAL

The Collateral shall consist of all right, title and interest of Debtor in and to the following:

(a) Patents. The following pending and registered patents:

Registration/ Application Number	Mark	Filing Date	Country
6286725	Contamination-safe multi-dose dispensing and delivery system for flowable materials	09/11/2001	USA
	Contamination-safe multiple-dose dispensing and delivery system for flowable materials		USA
6202901	Modular microbarrier TM cap delivery system for attachment to the neck of a container	3/20/2001	USA
PCT/IB01/00038	Modular microbarrier TM cap delivery system for attachment to the neck of a container	1/17/2001	Paris Convention Treaty
P010100808	Modular microbarrier TM cap delivery system for attachment to the neck of a container	N/A	Argentina
414-01	Modular microbarrier TM cap delivery system for attachment to the neck of a container	N/A	Chile
90104093	Modular microbarrier TM cap delivery system for attachment to the neck of a container	N/A	Taiwan
6079449	System for delivering and maintaining the sterility and integrity of flowable materials	02/01/1999	USA
1023524	System for delivering and maintaining the sterility and integrity of flowable materials	N/A	European Patent Office
1135241	System for delivering and maintaining the sterility and integrity of flowable materials	N/A	European Patent Office
2000-22609	System for delivering and maintaining the sterility and integrity of flowable materials	1/31/2000	Japan
2361234	System for delivering and maintaining the sterility and integrity of flowable materials	2/1/2000	Canada
1150897	System for delivering and maintaining the sterility and integrity of flowable materials	N/A	European Patent Office
144634	System for delivering and maintaining the sterility and integrity of flowable materials	2/1/2000	Israel
2001-7009671	System for delivering and maintaining the sterility and integrity of flowable materials	2/1/2000	South Korea
2001-007736	System for delivering and maintaining the sterility and integrity of flowable materials	2/1/2000	Mexico
WO 00/44640	System for delivering and maintaining the sterility and integrity of flowable materials	N/A	Paris Convention Treaty
2001121730	System for delivering and maintaining the sterility and integrity of flowable materials	2/1/2000	Russia
2001-04460-1	System for delivering and maintaining the sterility and integrity of flowable materials	2/1/2000	Singapore
2001-6096	System for delivering and maintaining the sterility and integrity of flowable materials	2/1/2000	South Africa
5836484	Contamination-safe multiple-dose dispensing cartridge for flowable materials	10/03/1996	USA
929463	Contamination-safe multiple-dose dispensing cartridge for flowable materials	N/A	European Patent Office
PCT US 97/17881	Contamination-safe multiple-dose dispensing cartridge for flowable materials	10/3/1997	Paris Convention Treaty
1155968	A container having a contamination-safe multiple-dose dispensing cartridge for flowable materials	N/A	European Patent Office
09/193264	A cartridge for contamination-free dispensing and	N/A	USA

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	delivery systems		
99813304.3	A cartridge for contamination-free dispensing and delivery systems	N/A	China
142863	A cartridge for contamination-free dispensing and delivery systems	N/A	Israel
2000582212	A cartridge for contamination-free dispensing and delivery systems	N/A	Japan
WO 00/29192	A cartridge for contamination-free dispensing and delivery systems	N/A	Paris Convention Treaty
24568/00	A cartridge for contamination-free dispensing and delivery systems	2/1/2000	Australia
PI0007944-8	A cartridge for contamination-free dispensing and delivery systems	2/1/2000	Brazil
10/100242	Modular valve assembly and system with airtight, leakproof, shockproof and evaporation proof closure for engagement in the neck of a container	N/A	USA

(b) **Trademarks.** The following pending and registered trademarks and the goodwill associated therewith:

Registration/ Application Number	Mark	Filing Date	Country
2421724	VAST	01/16/2001	USA
1927271	MICROBARRIER	10/17/1995 *this trademark was cancelled on 09/03/2002	USA
2419486	WATERFALL	1/9/2001	USA
762008	WATERFALL	N/A	Australia
630222	WATERFALL	10/27/1999	Mexico
000826354	WATERFALL	10/6/1999	European Community
292211	WATERFALL	N/A	New Zealand
2417876	W and Design	1/2/2001	USA
000826362	W and Design	10/6/1999	European Community
641899	W and Design	N/A	Mexico
768077	W and Design	3/5/1999	Australia
292212	W and Design	N/A	New Zealand
2421742	MICROBARRIER	1/16/2001	USA
767365	MICROBARRIER	4/23/1999	Australia
883972	MICROBARRIER	N/A	Canada
594885	MICROBARRIER	N/A	Mexico
000871525	MICROBARRIER	3/15/2001	European Community
B294835	MICROBARRIER	2/3/1998	New Zealand
2520500	WATERFALL WITHIN	12/18/2001	USA
2421788	DELIVERING YOUR VERY BEST BETTER	1/16/2001	USA
2417970	DELIVERING OUR VERY BEST BETTER	1/2/2001	USA
2518044	FRESH TILL FINISHED	12/11/2001	USA
2414687	MACRO BARRIER	12/19/2000	USA
76251359	MOLECULARBARRIER	5/3/2001 * this trademark was abandoned on 11/28/2002	USA

(c) Technology and Software. Any and all software, programs, documentation, information, technology and materials related to the Internet-based services provided by Debtor to its customers;

(d) all general intangibles (including, to the extent not otherwise included, all patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, goodwill, designs, drawings, technical information and other proprietary information);

(e) all contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, tort claims, chattel paper and documents related to each of the foregoing; and

(f) to the extent not otherwise included, all proceeds of, all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.