

Form PTO-1595 (Rev. 10/02)

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OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

1. Name of conveying party(ies): Acumed, Inc.

2. Name and address of receiving party(ies) Name: Acumed Operating 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 Contribution Agreement

Street Address: 5885 N.W. Cornelius Pass Road

City: Hillsboro State: OR Zip: 97124

Execution Date: December 9, 2002

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) 5,556,399

Additional numbers attached? Yes No

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

Name: James R. Abney, Esq.

Internal Address: Kolisch Hartwell, P.C.

Street Address: 520 S.W. Yamhill Street, Suite 200

City: Portland State: OR Zip: 97204

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

11-1540

DO NOT USE THIS SPACE

9. Signature.

James R. Abney, Esq. Name of Person Signing

James R. Abney Signature

May 24, 2004 Date

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

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

CH \$40.00 111540 5556399

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "**Agreement**") is made and entered into effective as of December 9, 2002, by and between Acumed, Inc., a Delaware corporation ("**Corporation**") and Acumed Operating LLC ("**Acumed**").

For and in consideration of the mutual representations and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Contribution of Assets. In consideration for the issuance of a membership interest in Acumed representing a percentage interest in Acumed of eighty-five percent (85%) (the "**Membership Interest**") and the assumption of the Corporation's outstanding liabilities as of the date hereof (the "**Assumed Liabilities**"), Corporation hereby irrevocably contributes, assigns, conveys and transfers unto Acumed all of Corporation's assets except for those assets listed on Schedule I attached hereto (the "**Contributed Assets**").

2. Assumption of Liabilities. Acumed agrees to assume and discharge all of the Assumed Liabilities of the Corporation.

3. Representations. Corporation hereby represents and warrants to Acumed that (a) Corporation has full power and authority to enter into this Agreement, and (b) Corporation holds title to the Contributed Assets free and clear of all liens, encumbrances and obligations.

4. Acceptance. Acumed accepts the transfer and assignment of the Contributed Assets, subject to the terms and conditions hereof.

5. Contribution to Capital. It is the parties' intent that the contribution, transfer, conveyance and assignment of the Contributed Assets constitute a contribution to the capital of Acumed pursuant to Section 721 of the Internal Revenue Code of 1986, as amended.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

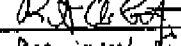
Acumed, Inc.:

Acumed Operating LLC:

By: RAP Holding LLC, its Manager

By: Colson Associates, Inc., its manager

By: 
Robert A. Pritzker
Its: Chief Executive Officer

By: 
Its: President

Schedule I

The property described more fully on attached Exhibit A.

EXHIBIT A**Legal Description**

A portion of that tract of land as conveyed by Deed to Transwestern Hillsboro, LLC, recorded August 13, 1998 in Fee No. 98089061, Washington County Deed Records, situate in the South one-half of Section 14, and the North one-half of Section 23, Township 1 North, Range 2 West, Willamette Meridian, in the City of Hillsboro, County of Washington and State of Oregon, being more particularly described as follows:

Commencing at the intersection of the Easterly right of way (100.00 feet wide) of Burlington Northern Railroad as conveyed in Book 95, Page 239, Washington County Deed Records and the Southerly line of Lot 59, plat of "BENDEMEER" in Book 7, Page 3, Washington County Plat Records; thence, along said Easterly right of way line, South 01°16'28" West, 265.16 feet to a point which bears South 01°16'28" West, 567.00 feet from the Southerly right of way line of NW Jacobson Road as conveyed by Deed recorded March 16, 2000 in Fee No. 2000020728, Washington County Deed Records, said point being the true point of beginning; thence, South 64°02'10" East, 557.52 feet to a point on the Westerly right of way line of NW Cornelius Pass Road as conveyed by Deed recorded January 19, 2000 in Fee No. 2000003790, Washington County Deed Records; thence, Northerly along said Westerly right-of-way line, North 25°57'50" East, 53.92 feet to an angle point; thence, continuing along said Westerly right-of-way line, North 27°05'15" East, 442.42 feet to a point of cusp, being 49.00 feet left of County Road Station 323+47.00 of said NW Cornelius Pass Road; thence, along the Southerly line of said NW Jacobson Road the following four courses: along the arc of a 40.00 foot radius curve to the left, through a central angle of 93°00'57" (the chord bears North 19°25'13" West, 58.04 feet) an arc length of 64.94 feet; thence, North 65°55'42" West, 563.95 feet to a point of curvature; thence, along the arc of a tangent 1,162.00 foot radius curve to the right, through a central angle of 03°28'09" (the chord bears North 64°11'38" West, 70.34 feet) an arc distance of 70.36 feet to a point of reverse curvature; and, along the arc of a tangent 1,088.00 foot radius curve to the left, through a central angle of 05°40'40" (the chord bears North 65°17'53" West, 107.77 feet) an arc distance of 107.81 feet to said Easterly right of way of Burlington Northern Railroad; thence, along said Easterly right-of-way, South 01°16'28" West, 567.00 feet to the true point of beginning.

PATENT

RECORDED: 05/24/2004

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