

12/22/03

12-24-2003

Form PTO-1595 (Rev. 10/02)

REC



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

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

Tab settings

102632431

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

1. Name of conveying party(ies):

Alan M. Rankin

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

3. Nature of conveyance:

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

Execution Date: April 10, 2003

2. Name and address of receiving party(ies)

Name: Wellness Systems 2000, Inc.

Internal Address: _____

Street Address: 4404 N. Lake Mary

Boulevard, Suite 104-206

City: Lake Mary State: FL Zip: 32746

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

4. Application number(s) or patent number(s): D456,471 S and D458,322 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)

Additional numbers attached? Yes No

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

Name: Philip S. Kaprow, Esquire

Internal Address: _____

Street Address: Two South Orange Avenue

Fifth Floor

City: Orlando State: FL Zip: 32802

6. Total number of applications and patents involved: 1 2

7. Total fee (37 CFR 3.41).....\$ 80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

DEC 22 PM 1:00
OPR/FINANCE

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.

Philip S. Kaprow
Name of Person Signing

Philip S. Kaprow
Signature

12/15/03
Date

Total number of pages including cover sheet, attachments, and documents: 3 4

12/24/2003 DWELLER 00000020 D456471

01 FC:0021

80.00 OP

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

BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (this "**Agreement**") is entered into as of the 10th day of April, 2003, by and between B-TONE CORPORATION, a Florida corporation (hereinafter the "**Assignor**"), and WELLNESS SYSTEMS, INC., a Florida corporation ("**Assignee**").

RECITALS

A. Assignor owns the assets of B-Tone Corporation (the "**Corporation**") whose mailing address is P.O. Box 15203, Clearwater, Florida 33766.

B. Assignor and Assignee, have entered into that certain Asset Purchase Agreement dated April 10, 2003 (the "**Purchase Agreement**") pursuant to which Assignor is to sell and convey to Assignee certain of Assignor's assets that are used by Assignor in connection with or related to the Corporation, as more particularly described on **Schedule 1** attached hereto and made a part hereof (the "**Assets**").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Subject to the terms and conditions of the Purchase Agreement, Assignor does hereby sell, convey, assign, transfer and deliver to Assignee, its successors and assigns, free and clear of all security interests, liens, restrictions, claims, encumbrances or charges of any kind, all of Assignor's right, title and interest in and to those assets set forth on **Schedule 1** hereto and Section 1 of the Purchase Agreement (collectively, the "**Purchased Assets**").

TO HAVE AND TO HOLD all such Purchased Assets hereby sold, conveyed, assigned, transferred and delivered unto Assignee, its successors and assigns, for its and their own use, benefit and behalf forever.

2. **Further Assurances.** Assignor covenants and agrees that it will at any time and from time to time do, execute, acknowledge, and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney, or other instruments that Assignee deems reasonably necessary or proper to carry out the assignments, conveyances and assumptions intended to be made hereunder.

3. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

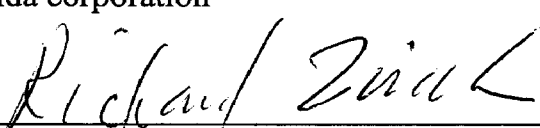
ASSIGNOR:

B-TONE CORPORATION
a Florida corporation

By: 
Alan M. Rankin, President

ASSIGNEE:

WELLNESS SYSTEMS 2000, INC.,
a Florida corporation

By: 
Richard Zwick, President

SCHEDULE 1
PURCHASED ASSETS

1. 240 B-Tone Units located as follows:
 - a. 200 units to be delivered at closing by Seller
 - b. 40 units currently located in Iowa Falls, Iowa, in the possession of Floyd Davis
2. P-20 Case Hardened Stainless Steel Double Cavity Mold with Rollers, Slides, & Base (qty. 1)
3. Approx. 2 cases of Alabama Springs springs, located at Summore Plastics
4. All contents to www.b-tone.com.
5. Ownership of www.b-tone.com.
6. All rights and ownership of Patent Number D456,471 S.
7. All rights and ownership of Patent Number D458,322 S.

All terms are as defined in the Agreement For Sale and Purchase of Assets.