

Form PTO-1595 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Condor Healthcare Services, LLC  
2 Panther Creek Court  
Henderson, NV 89052

Execution Date(s) 11 March 2004

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

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

Name: Sunrise ILC Ventures LLC

Internal Address: Peter J. King, President and

CEO

Street Address: 5500 Wayzata Boulevard

Suite 725

City: Golden Valley

State: MN

Country: USA Zip: 55416

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

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Agreement

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

D-330,427	5,360,594
5,089,228	5,425,925
5,190,725	5,656,248
5,269,832	

Additional numbers attached?  Yes  No

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

Name: Steven C. Lieske

Internal Address: Oppenheimer Wolff & Donnelly

Street Address: Plaza VII, Suite 3300

45 South 7th Street

City: Minneapolis

State: MN Zip: 55402

Phone Number: 612-607-7508

Fax Number: 612-607-7100

Email Address: Steven@Lieske.info

**6. Total number of applications and patents involved:**

7

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-1901

Authorized User Name Steven C. Lieske

**9. Signature:**

Signature

19 August 2004

Date

Steven C. Lieske

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$280.00 501901 D330427

**AGREEMENT**

Parties to Agreement:

Condor Healthcare Services, LLC 2 Panther Creek Court Henderson, NV 89052	Sunrise ILC Ventures LLC (by assignment from Peter J. King) 5500 Wayzata Boulevard, Suite 725 Golden Valley, MN 55416
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Agreements between the Parties being submitted on this day, August 19, 2004, for recordation by the U.S. Patent and Trademark Office have not been designated by the Parties as confidential. Any other agreements considered confidential by the Parties are not being submitted for recordation.

**SUNRISE ILC VENTURES, LLC  
("Purchaser")  
PURCHASE ORDER**

**BILL TO:**

SUNRISE ILC VENTURES LLC  
5500 Wayzata Boulevard, Suite 725  
Golden Valley, Minnesota 55416  
Tel: 800.928.2349  
Fax: 763.513.3220

P.O. No. CDR-032604-101

P.O. Date March 29, 2004

P.O. Expiration Date June 29, 2004

<b>SELLER:</b>  Condor Healthcare Services, LLC 19 W 44 <sup>th</sup> Street New York, NY 10036	<b>SHIP TO/ EQUIPMENT LOCATION:</b>  Condor Healthcare Services, LLC 1830 West Highway 112 Tooele, UT 84074
<b>EQUIPMENT DESCRIPTION:</b>  See Equipment Schedule attached on <b>Exhibit A.</b>	

**REQUIREMENTS:**

1. **P.O. Coverage:** This purchase order authorizes the purchase of all items listed above. Unless written authorization is given by Purchaser, this purchase order is only valid for new (non-used/non-refurbished) equipment, peripherals, software, etc.
2. **Offer Terms:** This purchase order represents an offer to purchase the Equipment listed on Exhibit A ("Equipment") for the purchase price set forth on Exhibit A. Acceptance of this offer must be made by Seller's execution of this purchase order and return of the same to Purchaser by facsimile or United States mail prior to the above Expiration Date and prior to any shipment of goods or the commencement of any services. Acceptance of this offer to purchase shall be made only in accordance with the express terms contained herein and any additional and/or different terms added hereto or changed will render this purchase order null and void. Further, this offer may be revoked at any time by Purchaser before the Expiration Date or if the other conditions and requirements of this purchase order are not strictly complied with by Seller.
3. **Payment.** Purchaser shall not be liable for making payment of this offer to purchase unless prior to the Expiration Date specified above, all conditions of acceptance set forth herein are met and all the above items have shipped complete to the "Ship To" address above. Each Purchase Order may not exceed two (2) shipments of equipment.
4. **Agreement.** The purchase and sale contemplated hereby is being made pursuant to the terms of that certain Agreement dated March 4, 2004, between Seller and Peter King, whose interests thereunder have been assigned to Purchaser ("Agreement").

5. Services Agreement. The Equipment and other property purchased pursuant to this purchase order has been or shall be used and placed in service by Seller pursuant to a Medical Waste Disposal Services Agreement identified on **Exhibit B** attached hereto ("Services Agreement").

6. Sale Includes License and Other Intangible Rights. In addition to the Equipment described herein, Seller is also selling to Purchaser (i) all warranties and support services provided or to be provided by the manufacturer of the Equipment; (ii) an irrevocable perpetual license to all software produced by or licensed to the Seller necessary to operate and run the Equipment as contemplated by the Services Agreement, including any and all upgrades or improvements to such software as may become available in the future ("Related Software"); (iii) all training, repair and operating manuals, instructions, plans, schematics in any way related to the Equipment or the Related Software.

7. Security Interest. To secure Seller's payment and performance of its now existing or hereafter arising obligations under the Agreement and this purchase order, Seller hereby grants to Purchaser a security interest in and to all of Purchaser's now owned or hereafter arising right, title and interest in and to: (i) all accounts receivable, revenues, fees and payments of any kind arising under the Services Agreement and any renewals, extensions, or replacements thereof or under any other agreement regarding the use, operation or maintenance of the Equipment; (ii) the Services Agreement and any and all renewals, extensions or replacements therefor; (iii) any subcontract or agreements pursuant to which Seller's obligations under the Services Agreement are performed by third parties; (iv) all agreements and contracts with the manufacturer of the Equipment, including, without limitation, all rights to purchase equipment that is the same or similar to the Equipment and the rights to purchase spare and replacement parts; and (v) all proceeds of the foregoing. Purchaser shall have all the rights of a secured party under the Uniform Commercial Code as enacted in the State of Minnesota. Seller hereby authorizes Purchaser to file such UCC Financing Statements as may be deemed necessary by Purchaser to perfect, maintain or continue perfection of the security interest granted above.

8. Insurance. Seller shall at all times purchase and maintain in full force and effect (i) comprehensive general liability insurance against claims for bodily injury, death and property damage arising from or in connection with the Equipment or the Services Agreement to provide coverage of at least \$1,000,000.00 with respect to any single occurrence and \$3,000,000.00 in the aggregate. Such liability insurance shall name Purchaser as an additional insured; (ii) insurance against loss or damage to the Equipment under an "all risk" policy of property insurance in an amount not less than the full replacement cost of the Equipment. Such property insurance shall name Purchaser as loss payee. Seller shall provide written evidence of such insurance as a condition to Purchaser's obligation to fund the purchase price of the Equipment hereunder.

9. Default. Upon default by Seller in performance of its obligations hereunder, under the Agreement or under the Services Agreement, Purchaser shall be entitled to (i) notify the parties to the Service Agreements to make all payments directly to Purchaser; (ii) notify all parties to other contracts and agreements in which Purchaser holds a security interest under the terms of this purchase order of the existence of such security interest; (iii) foreclose its security interest; (iv) specifically enforce Seller's obligations hereunder and under the Agreement, it being specifically acknowledged and agreed that due to the nature of the transactions described herein, Purchaser is without an adequate remedy at law; (v) pursue any other remedies available under applicable law. Seller agrees to pay all of Purchaser's attorneys' fees incurred by Purchaser in enforcing the terms of the Agreement and this purchase order.

10. Assignment. Seller shall not, without the prior written consent of Purchaser, assign or transfer its interests or obligations hereunder. Purchaser may assign its interests hereunder at any time.

11. Seller Representations and Warranties. To induce Purchaser to enter into this purchase order, Seller hereby represents and warrants to Purchaser that:

(a) It has good and marketable title to the Equipment and Related Software and other property conveyed pursuant hereto and that such property is free and clear of all liens, claims and encumbrances of any kind.

(b) The Services Agreement is in full force and effect and binding upon the parties thereto and no party to the Services Agreement is in default on its obligations under the Services Agreement.

(c) Seller is a Nevada limited liability company.

(d) Seller's federal tax identification number is 71-0906817.

12. Governing Law/Jurisdiction. This purchaser order shall be governed by Minnesota law. Each of the parties consents to the personal jurisdiction of the federal and state courts located in the State of Minnesota, waives any argument that such a forum is not convenient, and agrees that any litigation relating to this purchase order shall be venued in the District Court of Hennepin County, Minnesota.

Purchaser:

Seller:

Sunrise ILC Ventures, LLC

Condor Healthcare Services, LLC

By: [Signature]  
Its: Controller

By: [Signature]  
Its: pres

K/1705.06-po

**EXHIBIT A**  
**Equipment Schedule**

<b>Item</b>	<b>Manufacturer</b>	<b>Part No.</b>	<b>Serial No.</b>	<b>Purchase Price</b>
<b>Condor 1800</b>	<b>Condor</b>		<b>101</b>	<b>\$360,000 USD</b>

**Total Purchase Price: \$360,000 USD**

**Total Monthly Service Revenue Allocated to Equipment: \$10,500 USD**