

Form PTO-1595 (Rev. 06/04)
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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) 16 September 2004

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

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Name: Sunrise ILC Ventures LLC

Internal Address: Peter J. King, President & 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

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) \$ 240.00

- ☐ 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: Steven C. Lieske (21643-1) _____
Signature

16 September 2004

Date

Steven C. Lieske

Name of Person Signing

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

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

700115195

PATENT
REEL: 015139 FRAME: 0600

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CONFIRMATION OF KING'S AND VENTURES' RIGHTS

Condor Healthcare Services LLC ("Condor") and Peter King ("King") entered into an agreement dated March 4, 2004 ("March 4 Agreement"). On March 24, 2004 King assigned his rights to Sunrise ILC Ventures LLC ("Ventures"), which then issued a Purchase Order dated March 29, 2004. The above shall be collectively known as the "Agreements". These Agreements, in part, conveyed to King and Ventures certain rights, including but not limited to, the following rights:

1. Exclusive rights to all Equipment which is defined as "unique technology to process medical and other wastes" including but not limited to exclusive rights to technology, process, license and patent related to the unique technology;
2. A security interest in all agreements and contracts with the manufacturer including that Exclusive Manufacturing and Supply Agreement dated July 31, 2003 wherein JCM Engineering Corporation has the exclusive rights to manufacture certain Condor equipment;
3. A security interest in all Equipment which includes a security interest in the following:
 - (i) all accounts receivable, revenues, fees and payments of any kind arising under the Services Agreement (as defined in the March 4 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 therefore;
 - (iii) any subcontract or agreements pursuant to which Condor's obligations under the Services Agreement are performed by third parties;
 - (iv) all agreements and contracts with the manufacturer of the similar to the Equipment and the rights to purchase spare and replacement parts;
 - (v) all proceedings of the foregoing;



4. Sunrise ILC Ventures has all the rights of a secured party under the Uniform Commercial Code as enacted in the State of Minnesota and is authorized to file such UCC Financing Statements as may be deemed necessary by Purchaser to perfect, maintain or continue perfection of the security interest;

Both parties wish to summarize and clarify certain rights of King and Ventures, and reaffirm all of Ventures' and King's rights, and record such rights in the security agreement and intellectual property as necessary. The parties hereby summarize, clarify, and reaffirm certain rights of King and/or Ventures as follows:

1. Ventures has the exclusive right to purchase all Equipment that results from Condor's technology.
2. Ventures has right to institute the manufacturing of all Equipment that results from Condor's unique technology to process medical and other wastes.
3. Condor's ability to make or sell any Equipment is subject to the March 4 Agreement.
4. Condor hereby authorizes Ventures to take the steps it may deem necessary to maintain, continue or perfect the security interest granted by the Agreements.
5. Condor hereby reaffirms its grant to Ventures, its affiliates and assigns the exclusive license in Condor's unique technology to process medical and other wastes including trademarks and patents of Condor (including all reissues, reexaminations, additions and extensions thereof) to make, sell and market the Equipment without geographic limitations. The term of this license shall be for the remaining life of each of the now existing or additional patents and their modifications.

Condor Healthcare Services, LLC

By: [Signature]

Its: [Signature]

Sunrise ILC Ventures, LLC

By: [Signature]

Its: Manager

9/16/04