

PATENT ASSIGNMENT

Electronic Version v08

Stylesheet Version v02

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Bill of Sale

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------------------|----------------|
| MMC/GATX Partnership No. 1 | 2002-10-18 |

RECEIVING PARTY DATA

| Name | Street Address | Internal Address | City | State/Country | Postal Code |
|------------------|-------------------------|------------------|---------|---------------|-------------|
| Cystomedix, Inc. | 1887 Station Parkway NW | Building #7 | Andover | MINNESOTA | 55304 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------|---------|
| Patent Number | 5211175 |

CORRESPONDENCE DATA

FAX NUMBER: 9528961537

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 023452

NAME OF PERSON SIGNING:

Thomas J. Oppold

DATE SIGNED:

2004-10-15

Total Attachments: 4

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PATENT
REEL: 015251 FRAME: 0050

BILL OF SALE

FOR VALUE RECEIVED, MMC/GATX PARTNERSHIP NO. I ("GATX"), a California general partnership, hereby sells, conveys and sets over to CYSTOMEDIX, INC., a Minnesota corporation (the "Purchaser"), all of GATX's right, title and interest in certain property of UROSURGE, INC., a Delaware corporation ("Borrower"), as fully set forth on Exhibit 1 hereto, free and clear of any subordinate security interests or other subordinate liens.

This Bill of Sale is executed and delivered in accordance with and subject to the terms of that certain Contract for Sale of Collateral dated as of the date hereof, by and between GATX and the Purchaser (the "Agreement").

The rights and interests conveyed pursuant hereto are conveyed without representation or warranty except as specifically set forth in the Agreement. GATX specifically disclaims any warranty of title, merchantability or fitness for a particular purpose, except to the extent such warranties may be created under the Agreement.

No additional rights are created in the Purchaser by execution and delivery of this Bill of Sale.

October 18, 2002

MMC/GATX PARTNERSHIP NO. I,
a California general partnership
By: GATX Financial Corporation (f/k/a GATX
Capital Corporation), its general partner

By: Robin Barnato

Its: VICE PRESIDENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF MARIN)

The foregoing Bill of Sale was executed before me this 17th day of October, 2002 by Robin Barnato, the Vice-President of GATX Financial Corporation.

Leslie Greer Blumenthal
Notary Public

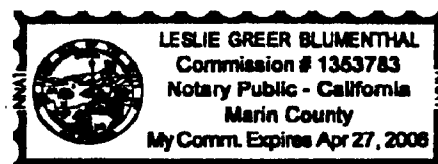


EXHIBIT 1
TO BILL OF SALE BETWEEN MMC/GATX PARTNERSHIP NO. I
AND CYSTOMEDIX, INC.

All accounts receivable, all existing documents and reports related to the Food and Drug Administration 510(k) clearance number K992069, CE Mark 0044 RWTUV Registered No. 04 207-1346/98, and the Intellectual Property as defined in Schedule 1 hereto, including all supporting regulatory, quality assurance and systems control documentation, supporting data and reports and general intangibles related thereto, in their entirety, all inventory related to the Percutaneous Electro Nerve Stimulator System and all inventory located in the Maher Brothers Transfer and Storage warehouse in Cedar Rapids, owned by Borrower and subject to GATX's security interests.

**SCHEDULE 1 TO CONTRACT
FOR SALE OF COLLATERAL**

INTELLECTUAL PROPERTY

As used in this Agreement, "Intellectual Property" shall mean any intellectual property ownership interest transferred by UroSurge, Inc. ("UroSurge") to MMC/GATX PARTNERSHIP NO. I ("GATX") pursuant to the security interest of GATX granted under the Loan and Security Agreement dated as of October 29, 1999 by and among GATX and UroSurge and under the Grant of Security Interest Patents and Grant of Security Interest Trademarks dated as of October 29, 1999 by UroSurge, as borrower, including the ownership interest (if any) in or to the following:

| Country / Region | Application No. | Application Filing Date | Title |
|-----------------------------|----------------------------|--------------------------------|---|
| USA | US 60/078,413 | March 18, 1998 | Electro-Nerve Stimulator Systems and Methods |
| USA | US 09/213,558 | December 17, 1998 | Electro-Nerve Stimulator Systems and Methods |
| USA | US 10/195,957 | July 16, 2002 | Electro-Nerve Stimulator Systems and Methods |
| European | EP 99912443.1 | March 11, 1999 | Electro-Nerve Stimulator Systems and Methods |
| Australia | AU 30816 | March 11, 1999 | Electro-Nerve Stimulator Systems and Methods |
| WIPO | WO 9905385 | March 11, 1999 | Electro-Nerve Stimulator Systems and Methods |
| Canada | CA 2324540 | March 11, 1999 | Electro-Nerve Stimulator Systems and Methods |

and any and all patents issuing therefrom, and in and to all continuations, continuations-in-part, divisionals, reexaminations, reissues and extensions thereof in the United States and equivalents thereof in foreign countries and all books and records and general intangibles relating thereto, including (i) any trademark or service mark related to the PENS Product purchased by CystoMedix under this acquisition, together with any and all United States and foreign applications, registrations, renewal and extension rights therefore, together with all of the goodwill associated therewith; (ii) any copyright, trade dress, artistic and moral rights, mask rights, and any and all other proprietary rights of any kind whatsoever relating to the PENS Products purchased by CystoMedix under this acquisition, together with any and all United States and foreign applications, registrations, renewal and extension rights therefore, and (iii) the right to sue and recover damages and profits and any other available remedies for any past, present or future infringement of any of the foregoing.