


Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 5/30/2008)

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.

<p>1. Name of conveying party(ies): Lifestream Technologies, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Polymer Technology Systems, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>7736 Zionsville Road</p> <p>City: <u>Indianapolis</u></p> <p>State: <u>Indiana</u></p> <p>Country: <u>United States of America</u> Zip: <u>46268</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance/Execution Date(s):</p> <p>Execution Date(s): <u>January 24, 2007</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement</p> <p><input type="checkbox"/> Government Interest Assignment</p> <p><input type="checkbox"/> Executive Order 9424, Confirmatory License</p> <p><input type="checkbox"/> Other _____</p>	<p>4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application.</p> <p>A. Patent Application No.(s) <u>10/649,293</u></p> <p>B. Patent No.(s) <u>5,135,716 D459,811</u> <u>6,602,469</u> <u>D437,057</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Carl A. Forest</u> <u>PATTON BOGGS LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: 023134.0201</u></p> <p>Street Address: <u>1801 California Street, Suite 4900</u></p> <p>City: <u>Denver</u></p> <p>State: <u>CO</u> Zip: <u>80202-2613</u></p> <p>Phone Number: <u>(303) 894-6114</u></p> <p>Fax Number: <u>(303) 894-9239</u></p> <p>Email Address: <u>CForest@pattonboggs.com</u></p>	<p>6. Total number of applications and patents involved: 5</p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>200.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information</p> <p>a. Credit Card Last 4 Numbers <u>1003</u> Expiration Date <u>09/09</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature:</p> <p style="text-align: center;"></p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: right;">Date <u>June 20, 2007</u></p> <p style="text-align: center;">Name of Person Signing <u>Carl A. Forest - 28,494</u></p>	
<p>Total number of pages including cover sheet, attachments, and documents: 11</p>	

OP \$200.00 10649293

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made as of this ^{24th} day of January ____, 2007, by Lifestream Technologies, Inc., a corporation duly organized and existing under laws of the State of Nevada and a Chapter 11 debtor in possession, ("Assignor"), to Polymer Technology Systems, Inc. a corporation duly organized and existing under the laws of the State of Indiana ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the January ____, 2007 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain assets, including, without limitation, certain intellectual property assets;

WHEREAS, Assignor has agreed to execute such instrument as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, all right, title and interest of Assignor in, to an under the intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in, to and under all of Assignor's intellectual property including, without limitation, all of Assignor's common law and registered trademarks set forth on Exhibit A attached hereto, including any applications for each of the marks, together with the goodwill of the business associated therewith and which is symbolized thereby (collectively, the "Marks"); and the patents and patent applications set forth on Exhibit A and the inventions described therein, including any divisions, continuations, continuations-in-part thereof that have been or may be filed, any utility applications claiming priority thereto, any reissues, renewals or extensions thereof, any patent application which has been or may be filed on the invention in countries foreign to the United States of America and any patents granted thereon (collectively, the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, option or limitation of every kind, except for certain lien(s) set forth and preserved in the Agreement, all of Assignor's worldwide right, title and interests in, to and under the Marks and Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction and all priority rights in the United States and all foreign countries, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had the Assignment not been made.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

[Signature page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

ASSIGNOR:

Lifestream Technologies, Inc.

By: Frank R. Mack
Printed: Frank R. Mack
Title: Chief Restructuring Officer

ILLINOIS
STATE OF ~~INDIANA~~)
COUNTY OF COOK)

Before me, a Notary Public, in and for said County and State, personally appeared FRANK R. MACK known to me to be the Chief Restructuring Officer Lifestream Technologies, Inc., who acknowledged the execution of the foregoing Intellectual Property Assignment for and on behalf of said company.

WITNESS my hand and Notarial Seal this 25 day of January, 2007.



My Commission Expires: 6-20-07

Cherise L. Sneed
Notary Public-Signature

CHERISE L SNEED
Printed Name

Will
County of Residence

EXHIBIT A

<u>TRADEMARKS</u>			
<u>Country</u>	<u>Mark</u>	<u>Reg. No./Reg. Date</u>	<u>App. No./Filing Date</u>
U.S.	Miscellaneous Design	2,844,227 05/25/2004	76/308,293 09/04/2001
U.S.	THE DATA CONCERN	2,769,583 09/30/2003	76/074,542 06/21/2000
U.S.	PRIVALINK and Design	2,683,922 02/04/2003	75/492,236 05/18/1998
U.S.	LIFESTREAM TECHNOLOGIES and Design	2,670,733 01/07/2003	75/981,530 01/28/1999
U.S.	LIFESTREAM TECHNOLOGIES	2,632,115 10/08/2002	75/583,846 10/27/1998
U.S.	LIFESTREAM TECHNOLOGIES and Design	2,622,623 09/24/2002	75/630,522 01/28/1999
U.S.	Miscellaneous Design	2,621,709 09/17/2002	75/630,576 01/28/1999
U.S.	CHOLESTRON	2,513,024 11/27/2001	75/534,138 08/07/1998
U.S.	Miscellaneous Design	2,505,045 11/06/2001	75/630,575 01/28/1999
U.S.	CHOLESTRON	2,435,646 03/13/2001	75/532,480 08/07/1998
U.S.	LIFESTREAM TECHNOLOGIES	2,421,957 01/16/2001	75/583,428 10/27/1998
Denmark	CHOLESTRON	1991 7360 VR 10/28/1991	1990 7413 VA 09/28/1990
Canada	CHOLESTRON	TMA395762 03/20/1992	062572600 02/17/1989
Austria	CHOLESTRON	136105 06/12/1991	487290 09/24/1990

Exhibit A

<u>TRADEMARKS</u>			
Benelux	CHOLESTRON	482450 04/02/1991	752477 09/26/1990
Germany	CHOLESTRON	1155591 03/09/1990	F 37220 9WZ 02/27/1998
Norway	CHOLESTRON	149357 02/20/1992	199904941 09/26/1990
Switzerland	CHOLESTRON	384540 09/25/1990	384540 08/20/1991

Exhibit A

<u>PATENTS</u>		
<u>U.S. PATENTS</u>		
<u>Patent No./Issue Date</u>	<u>App. No./Filing Date</u>	<u>Title</u>
6,602,469 08/05/2003	09/436,323 11/08/19989	Health Monitoring and Diagnostic Device and Network-Based Health Assessment and Medical Records Maintenance System
5,135,716 08/04/1992	07/660,429 02/25/1991	Direct Measurement of HDL Cholesterol Via Dry Chemistry Strips
D459,811 07/02/2002	29/132,357 11/07/2000	Slimline Health Monitoring and Diagnostic Device
D437,057 01/30/2001	29/096,271 11/09/1998	Combined Hand Held Monitoring Diagnostic Device
	10/649,293 08/23/2003	Health Monitoring and Diagnostic Device and Network-Based Health Assessment and Medical Records Maintenance System
	60/740,966 11/30/2005	Health Risk Assessment Devices
<u>CANADIAN PATENTS</u>		
2,350,145 02/08/2005	2,350,145 11/08/2000	Health Monitoring and Diagnostic Device and Network-Based Health Assessment and Medical Records Maintenance System
	2,487,232 11/08/2000	Health Monitoring and Diagnostic Device and Network-Based Health Assessment and Medical Records Maintenance System

Exhibit A