

12-04-1998

MRO 17-27-98



100912881

To the Honorable Commissioner

attached original documents or copy thereof.

1. Name of conveying party(ies):

Osbon Medical Systems, Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

address of receiving party(ies)

Name: Timm Medical Technologies, Inc.

Internal Address: _____

Street Address: 6541 City West Parkway

City: Eden Prairie State: MN ZIP: 55344

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

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

3. Nature of conveyance:

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

Execution Date: November 20, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s): 1,349,120; 1,581,349; 1,584,506; 1,618,612; 1,652,989; 1,803,506; 1,833,260; 1,892,617; 2,034,551; 2,120,172; and 2,133,099

Additional numbers attached? Yes No

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

Name: Devan V. Padmanabhan, Esq.

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP: 55402

6. Total Number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
N/A
(Attach duplicate copy of this page if paying by deposit account)

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.

Devan V. Padmanabhan
Name of person Signing

Devan V. Padmanabhan
Signature (Reg. No. 38,262)

Nov. 23, 1998
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

12/08/1998 DNGUYEN 00000130 1349120

Do not detach this portion

01 FC:481
02 FC:482

40.00 DP
250.00 DP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1821 FRAME: 0804

ASSIGNMENT OF TRADEMARKS
(Osbon)

WHEREAS, Osbon Medical Systems, Ltd., a Georgia corporation having its principal place of business at 5 Civic Plaza, Suite 100, Newport Beach, CA 92660 ("Assignor"), has adopted, used and is using the trade names, trademarks, service names, service marks and CE Marks identified on Exhibit A attached hereto (collectively, the "Trademarks");

WHEREAS, Timm Medical Technologies, Inc., a Delaware corporation having its principal place of business at 6541 City West Parkway, Eden Prairie, MN 55344 ("Assignee"), desires to acquire the entire right, title and interest in and to all the Trademarks and any applications and registrations therefor, including the applications and registration identified on the attached Exhibit A; and

WHEREAS, Assignor, Assignee, Imagyn Medical Technologies, Inc. and Dacomed Corporation entered into an Asset Purchase Agreement dated October 7, 1998 (the "Agreement"), pursuant to which Assignee agreed to acquire, and Assignor agreed to sell, certain assets including the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Trademarks, and any applications and registrations therefor, including the applications and registrations identified on Exhibit A, together with that part of the business associated with the use of and symbolized by the Trademarks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made. Assignor further sells, assigns, transfers and conveys its entire right, title and interest in and to all causes of action and the right to recover for the past infringement of the Trademarks.

2. Assignor hereby warrants and represents that it has not entered into any assignments, contracts or understandings with third parties in conflict herewith.

3. The terms, covenants and provisions of this assignment are binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed this assignment as of the

20th day of November, 1998.

OSBON MEDICAL SYSTEMS, LTD.


By: Kevin Higgins
Its: General Counsel

Exhibit A

SCHEDULE C

United States Registered Trademarks owned by: Osbon Medical Systems, Ltd.

<u>Mark</u>	<u>Registration No.</u>	<u>Ref.</u>
ERECAID SYSTEM	1,349,120	814
ERECAID	1,581,349	788
Pinwheel Design	1,584,506	789
OSBON MEDICAL SYSTEMS and Design	1,618,612	790
STAYEREC	1,652,989	791
JULIAN'S OF JONES STREET	1,803,506	792
COMFORT PLUS	1,833,260	793
ERECTEK	1,892,617	794
ESTEEM	2,034,551	795
INJECAID	2,120,172	796
EASY ACTION	2,133,099	797

SCHEDULE D

Foreign Trademarks and Applications owned by: Osbon Medical Systems, Ltd.

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Ref.</u>
ERECAID SYSTEM	Australian	498,064	815
ERECAID SYSTEM	Benelux	447,134	816
ERECAID SYSTEM	Canada	327,069	817
ERECAID SYSTEM	France	1,352,151	818
ERECAID SYSTEM	Germany	1,098,057	819
ERECAID SYSTEM	Great Britain	1,343,041	820
ERECAID SYSTEM	Italy	551,221	821
ERECAID SYSTEM	Spain	1,285,543	822
ERECAID SYSTEM	Sweden	209,181	823
ERECAID SYSTEM	Argentina	na	824
ERECAID SYSTEM	Mexico	na	825
ERECAIDE	France	93,481,676	337
OSBON MEDICAL SYSTEMS, LTD.	Sweden	C197/1990	827