C:481



100970891

Atty. Docket No.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE 89216.001

Commissioner of Patents and Trademarks

40.00 DP

Box: Assignments

Washington, D.C. 20231

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

	Please record the attached original document(s) or copy(ies):
	Assignment of Trademarks
1.	Submission Type:
	[x] New [] Resubmission (Non-Recordation) - Document ID # [] Correction of PTO Error - Reel # Frame # [] Corrective Document - Reel # Frame #
2.	Nature of conveyance:
	 [x] Assignment [] Nunc Pro Tunc Assignment [] License [] Security Agreement [] Merger [] Change of Name [] Other

Page 1 of 4

Attorney Do Applicant Serial No.	cket No. : : :			
3.	Conveying Party			
		n Medical Technologies, Inc. alth Systems, Inc.		
	Execution Date:	February 4, 1999		
	[] Individual [x] Corporation	[] General Partnership [] Limited Partnership [] Other		
[x]	Citizen/State of Incorp	oration/ Organization <u>Delaware</u>		
4.	Receiving Party:			
	Name:	Aspen Surgical Products, Inc.		
	DBA/AKA/TA: Composed of:			
	Address (line 1): Address (line 2):	P. O. Box 9404		
	• •	Wyoming, MI 49509-0404		
	[] Individual [x] Corporation	[] General Partnership [] Limited Partnership [] Other		
	the United State	be recorded is an assignment and the receiving party is not domiciled in es, an appointment of a domestic representative should be attached. e a separate document from Assignment)		

Page 2 of 4

[x] Citizen/State of Incorporation/Organization

Michigan

Attorney Do	ocket No.:						
Applicant	:						
Serial No.	;						
5. only.)	Domestic Representative	Name and Addre	ess (Enter for the first Receiving Party				
	Name:						
	Address (line 1):						
	Address (line 2):						
	Address (line 3):						
	Address (line 4):						
6.	Correspondent Name and Addr	Correspondent Name and Address:					
	Area Code and Telephor	Area Code and Telephone Number: 616.831.1770					
	Barry C. Kane 800 Calder Plaza Buildin 250 Monroe Avenue, N. P.O. Box 306	-					
	Grand Rapids, Michigan	49501-0306					
7.	Total number of pages:	5	(includes the conveyance and any attachments)				
8.	Trademark Application Number	r(s) or Registration	n Number(s):				
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	1,730,491						

Page 3 of 4

Attorney Applicant	Docket No. :			
Serial No				
9.	Total number of properties involved: 1			
10.	Total Fee Amount for the Properties Listed(37 C.F.R. § 3.41) \$ 40.00			
	[x] Enclosed [] Charge Deposit Account No. 50.0223			
	Commissioner is hereby authorized to charge any additional fees or any overpayments that may be required to Deposit Account No. 50-0223.			
11.	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. Charges to deposit account are authorized, as indicated herein.			
Dated: I	By: Barry C. Kane Reg. No. 32.036			

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made and effective as of the 444 day of February, 1999, by and between **IMAGYN MEDICAL TECHNOLOGIES, INC.**, a Delaware corporation, having a principal place of business at 5 Civic Plaza, #100, Newport Beach, California 92660 ("Assignor"), and **ASPEN SURGICAL PRODUCTS, INC.**, a Michigan corporation, having a principal place of business at P. O. Box 9404, Wyoming, Michigan 49509-0404 (Assignee").

RECITALS:

WHEREAS, Assignor is the present owner of all right, title and interest in, to and under a certain trademark as well as a certain application which has been in the United States and certain registrations which have issued thereof and thereon, as collectively listed on the Trademark Schedule attached hereto (the "Trademark Properties");

WHEREAS, in connection with an Asset Purchase Agreement dated December 30, 1998 among the Assignor and the Assignee's affiliate (the "Purchase Agreement"), Assignor desires to assign to Assignee and Assignee desires to receive from Assignor all of Assignor's right, title and interest in, to and under the Trademark Properties;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the transactions contemplated by the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of the right, title and interest Assignor has in, to and under the Trademark Properties, including the underlying trademarks together with all of the common law rights and all of the goodwill of the business associated therewith, and all applications thereon and arising therefrom, United States and foreign (if any), including all extensions, renewals and abandoned applications thereof, and all registrations issued and obtained therefor and thereon, United States and foreign (if any), and further including all rights to sue for and to recover injunctive and other relief for past and future infringements thereof and to otherwise stand in the place of Assignor in all matters related thereto. Assignor further covenants that Assignee will, upon request, be provided promptly with all pertinent facts and documents relating to the Trademark Properties as may be known and accessible to Assignor and that Assignor will, upon request, promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to carry out and record this transfer and assignment of the Trademark Properties to Assignee.

ASPEN SURGICAL PRODUCTS, INC. **IMAGYN MEDICAL** TECHNOLOGIES, INC. PRESIDENT STATE OF _____ COUNTY OF _ ______, to me known to be the ______ of Imagyn Medical Technologies, Inc., personally appeared before me this _____ day of February ____, 1999, and acknowledged to me that he executed the foregoing License Agreement on behalf of Imagyn Medical Technologies, Inc. and pursuant to authority duly received. Notary Public, _____County, ____ My commission expires: STATE OF MICHIGAN COUNTY OF KENT DANIEL BOWEN, to me known to be the PRESIDENT of Aspen Surgical Products, Inc., personally appeared before me this 4th day of February, 1999, and acknowledged to me that he executed the foregoing License Agreement on behalf of Aspen Surgical Products, Inc. and pursuant to authority duly received. Notary Public, Kent County, Michigan My commission expires: 9/19/2002

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of

Trademarks to be executed and effective as of the day and year written above.

IMAGYN MEDICAL ASPEN SURGICAL PRODUCTS, INC. TECHNOLOGIES, INC. STATE OF CALIFORNIA) COUNTY OF ORANGE) Kevin M. Riggins , to me known to be the Senior V.P. of Imagyn Medical Technologies, Inc., personally appeared before methis 4th day of February, 1999, and acknowledged to me that he executed the foregoing License Agreement on behalf of Imagyn Medical Technologies, Inc. and pursuant to authority duly received. Notary Public, My commission expires: STATE OF MICHIGAN) ss COUNTY OF KENT _____, to me known to be the _____ of Aspen Surgical Products, Inc., personally appeared before me this _____ day of February, 1999, and acknowledged to me that he executed the foregoing License Agreement on behalf of Aspen Surgical Products, Inc. and pursuant to authority duly received. Notary Public, Kent County, Michigan My commission expires:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of

Trademarks to be executed and effective as of the day and year written above.

State ofCALIFORNIA	<u></u>
County of ORANGE	
	Tana B. Busan
On <u>February 4, 1999</u> before me	, LOTA B. Brown NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appearedKevin M. High	
personally appeared	NAME(S) OF SIGNER(S)
OFFICIAL SEAL LORA B. BROWN NOTARY PUBLIC - CALIFORNIA COMMISSION # 1154849 ORANGE COUNTY My Commission Exp. September 30, 2001	to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.
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Though the data below is not required by law, it may pro	
Though the data below is not required by law, it may profraudulent reattachment of this form.	ove valuable to persons relying on the document and could prevent
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Though the data below is not required by law, it may profraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S)	DESCRIPTION OF ATTACHED DOCUMENT Assignment of Trademarks
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Though the data below is not required by law, it may profraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	DESCRIPTION OF ATTACHED DOCUMENT Assignment of Trademarks TITLE OR TYPE OF DOCUMENT
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TRADEMARK SCHEDULE

<u>Mark</u>	Registration Number	Registration <u>Date</u>	Filing <u>Date</u>	Serial No.
DR. FOG	1,730,491	Nov. 10, 1992	July 2, 1991	74181,779

#291057v 89216-001 2/3/99

RECORDED: 02/16/1999