



102196208

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Mentor Corporation **8/18/02**

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

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

2. Name and address of receiving party(ies)

Name: SOMA Blue, Inc.

Internal Address: _____

Street Address: 1025 Broad Street

City: Augusta State: Georgia ZIP: 30901

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Asset Purchase Agt., Stock Purchase Agt. & Articles of Amend. Changing Name

Execution Date: April 1, 1999, Nov. 3, 1999 & Oct. 20, 1999

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1950504
1959761

Additional numbers attached? Yes No

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

Name: Jeffrey S. Whittle

Internal Address: Bracewell & Patterson, L.L.P.

Street Address: P.O. Box 61389

City: Houston State: Texas ZIP: 77208-1389

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41).....\$ 195.00

Enclosed
 Additional fees authorized to be charged to deposit account

8. Deposit account number: 50-0259 (074701.000011)

(Attach duplicate copy of this page if paying by deposit account)

08/19/2002 JJALLAH2 00000008 1950504

01 FC:401 40.00 OP
 05 FC:402 25.00 OP

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.

Jeffrey S. Whittle
 Name of Person Signing

[Signature] 8/2/02
 Signature Date

Refund Ref: 08/19/2002 JJALLAH2 0000119925

Total number of pages including cover sheet, attachments, and document: **20**

CHECK Refund Total: Mail ~~6130.00~~ documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of the date the last party signs as shown on the signature page hereto, by and among Mentor Corporation, a Minnesota corporation, Mentor Minnesota Inc., a Delaware corporation, Mentor Medical Inc., a Delaware corporation (collectively "Seller") on the one hand, and VET-Co, Inc., an Alabama corporation ("Purchaser") on the other hand.

RECITALS

- A. WHEREAS, Seller is engaged in the business of manufacturing and selling urology products, including the line of products generally described as the Mentor Vacuum Erection System ("VES"); and
- B. WHEREAS, in accordance with the provisions of this Agreement, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser certain assets described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth in this Agreement, the parties hereto agree as follows.

1. PURCHASE AND SALE.

1.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing (as defined in Section 1.4), Seller shall sell, transfer, assign, convey, delegate and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, all of Seller's right, title, obligation and interest in and to the assets (collectively, the "Assets") which are used by Seller to develop, manufacture, market and sell the VES and are owned by Seller or in which Seller has any right, title or interest. The Assets include but are not limited to:

(a) Patent License Agreement. That certain Patent License Agreement between Seller and Smith Collins Pharmaceutical, Inc. ("Smith Collins") dated February 4, 1993.

(b) Technology and Manufacturing License Agreement. That certain Technology and Manufacturing License Agreement between Seller and Smith Collins dated February 4, 1993.

(c) Sales and Marketing. Copies (or originals if in Seller's possession) of Seller's VES retail and consumer customer list(s), advertising materials and sales literature, video masters, vendor files, patient prescriptions and other marketing information and records, and other records and payment histories used exclusively for the VES, which are in Seller's possession as of the Closing Date.

(d) Permits. All governmental registrations, registration applications, temporary registrations, experimental use permits, applications and emergency exemptions used exclusively for the VES, including but not limited to the 510K licensed by Seller from Smith Collins covering the VES device, and Seller's master device records, together with any renewals and amendments to any of the foregoing. The list of Permits transferred hereunder is set forth in Exhibit A hereto.

(e) Contracts. All contracts, agreements, licenses, arrangements, instruments, undertakings, commitments, or understandings relating exclusively to the VES, including any renewals and amendments thereto, and any new contracts entered into prior to the Closing Date in the ordinary course of business, but excluding any such contracts that expire or are terminated prior to the Closing Date and such contracts where the Seller is unable to obtain an assignment prior to the Closing Date. The complete list of contracts transferred hereunder is set forth in Exhibit B hereto.

(f) Equipment. All machinery, tools, molds, tooling materials, fixtures, instruments, laboratory equipment, research equipment, manufacturing procedures, Seller's assembly manual, quality control procedures, injection molds, diagrams, plans and specifications (including electronic files if in Seller's possession or control), and personal property used exclusively for the VES. The list of Equipment transferred hereunder is set forth in Exhibit C hereto.

(g) Electronic Information. Databases used exclusively for the VES.

(h) Inventories. All inventories relating exclusively to the VES, including finished goods, products and goods in process and materials and supplies on hand and in transit, as of the Closing Date. The list of finished goods transferred hereunder is set forth in Exhibit D hereto.

(i) Intellectual Property. All intellectual property, including patents, trade secrets, trade names and trademarks, used exclusively for the VES. The list of Intellectual Property transferred hereunder is set forth in Exhibit E hereto.

1.2 Excluded Assets. The Assets shall not include the following (the "Excluded Assets"):

- (a) Cash.
- (b) Securities.

EXHIBIT E

Intellectual Property

Licensed Patents

U.S. Patent No. 4,741,329

Trademarks

RESPONSE	Reg. No. 1,959,721
TOUCH	Reg. No. 1,950,504
RESTORE	Common law
PISTON	Common law

Copyrights

All unregistered copyrights to written materials transferred hereunder.


BILL OF SALE

This Bill of Sale is entered into pursuant to an Asset Purchase Agreement (the "Agreement") dated as of April 1, 1999, 1999, by and between Mentor Corporation, Mentor Minnesota Inc., Mentor Medical Inc., (collectively "Seller") and VET-Co, Inc. ("Purchaser"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, assign, transfer and deliver to Purchaser, its successors and assigns, all of Seller's right, title and interest in and to all of the assets listed on Schedule 1 hereto. Seller represents and warrants to Purchaser that Seller has conveyed to Purchaser good and marketable title free and clear of all liens, burdens and encumbrances in and to the assets.

IN WITNESS WHEREOF, Seller and Purchaser have caused their respective, duly authorized officers to execute this Bill or Sale as of the day and year first above written.

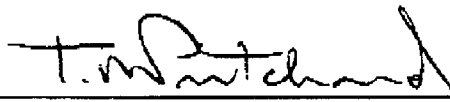
MENTOR CORPORATION

VET-CO, INC.

By 
Anthony Gatte, President and COO

By 
Name: V. J. P. SHAPIRO
Title: V.E.T. PRESIDENT

MENTOR MEDICAL INC.

By 
Trevor Pritchard, President

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STOCK PURCHASE AGREEMENT

Dated November 5, 1999

By and Among

MEDICAL INNOVATIONS, INC.

AND

SOL SHAPIRO, MARLENE SHAPIRO AND JEFFREY SHAPIRO

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated November 3, 1999, by and among, MEDICAL INNOVATIONS, INC, a Georgia corporation (the "Purchaser") and SOL SHAPIRO ("S. SHAPIRO"), MARLENE SHAPIRO. ("M. SHAPIRO") and JEFFREY SHAPIRO ("J. SHAPIRO"), (S. SHAPIRO, M. SHAPIRO, and J. SHAPIRO are hereinafter referred to individually as a "Seller" and collectively as the "Sellers").

WITNESSETH:

WHEREAS, the Sellers own all of the issued and outstanding par value Common Stock (the "Common Stock") of, VET-CO, INC. an Alabama corporation (the "Company"); and

WHEREAS, the Purchaser desires to acquire from the Sellers, and the Sellers desire to sell or to cause to be transferred to the Purchaser, all of the Common Stock, pursuant to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereby, the representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Purchaser and the Sellers do hereby agree as follows:

1. Acquisition of the Common Stock

1.1. Acquisition of the Common Stock. Upon the terms and subject to the conditions hereinafter set forth, at the Closing (as hereinafter defined), the Sellers shall sell, transfer and deliver to the Purchaser and the Purchaser shall acquire from the Sellers all of the shares of Common Stock owned by the Sellers as set forth on the List of Sellers and Shares Held attached hereto as Schedule 1.1, which shall constitute all of the shares of capital stock of the Company issued and outstanding at Closing. Certificates evidencing the Common Stock to be delivered by the Stockholders to the Purchaser as hereinafter provided shall be either duly endorsed in blank or accompanied by appropriate stock powers endorsed in blank.

1.2. Purchase Price and Method of Payment Upon the sale, transfer and delivery to the Purchaser by the Sellers of the Common Stock as set forth in Section 1.1, and in consideration therefore, the Purchaser shall pay to the Sellers at the Closing an aggregate purchase price (the "Purchase Price") and the method of payment of the same shall be as set forth in this Section 1.2.

1.2.1. Purchase Price. Each Seller's share of the aggregate Purchase Price shall be such Seller's Ratable Interest (as defined in Section 1.2.2 of this Agreement and payable in the manner set forth in Section 1.2.3 of this Agreement) in the Base Price (as defined in Section 1.2.1.1 of this Agreement) as adjusted to the Final Adjusted Price (as defined in Section 1.2.1.2 of this Agreement).

1.2.1.1. Base Price The "Base Price" shall be Two Million Six Hundred Seventy-Five

Date and required by law to be made by the Company with respect to estimated income, franchise, sales, use, and Employees' withholding taxes have been duly made. All tax returns, including estimated tax returns, due and required to be filed have been duly and correctly filed in all material respects. The Sellers represent and warrant that they have paid all taxes that are due and required to be paid by them in respect of taxes which may be due and payable by them on income received by the Company. Except as set forth in Schedule 3.10, the federal and state income tax returns of the Company have not been audited within the three years preceding the Closing Date. Schedule 3.10 also sets forth a list of those states in which income, franchise or sales and use tax returns were filed by the Company for the fiscal years ending August 31, 1996, August 31, 1997 and August 31, 1998 respectively. For purposes hereof, all due dates of any tax returns shall include any applicable extensions allowed by the authority requiring the tax return. Notwithstanding the foregoing taxes shall not include any tax, interest or penalties, incurred as result of (a) any action by Company after Closing which would cause a change to the accounting method of the Company; (b) any election or deemed election under any section of the Code or applicable state, local or other Tax laws and regulations applicable to the type of Taxes referred to above in this Section, or (c) occasioned by an amendment to Tax Returns by the Company after Closing (other than amendment occasioned as a requirement by a Federal, State or Local taxing authority and with respect to which the Sellers shall have been given all the rights referred to in Section 9.6.3).

3.11. Ownership of Assets; Trademarks, etc. Except as set forth in Schedule 3.11, the Company owns outright, and has good and marketable title to all of its assets, properties and businesses (including all assets reflected in the Asset Purchase Agreement with Mentor Corporation, Mentor Minnesota Inc., Mentor Medical Inc. dated April 1, 1999 and all assets reflected in the Balance Sheet, except as the same may have been disposed of in the ordinary course of business since the Balance Sheet Date), free and clear of all liens, mortgages, pledges, conditional sales agreements, restrictions on transfer or other encumbrances or changes. Schedule 3.11 sets forth a true and complete list and brief description of all patents, copyrights, trademarks and trade names either owned by the Company or in which it has an interest as owner or licensee; (b) and except as set forth in said Schedule 3.11, no other person, firm or corporation has any proprietary or other interest in any such intangible assets; (c) such assets so owned or licensed are sufficient to permit the Company to conduct its business as now conducted; (d) except as set forth in Schedule 3.11, the Company is not a party to or bound by any license or agreement requiring the payment to any person, firm or corporation of any royalty; (e) neither the Company nor the Sellers know, or have reasonable grounds to know, of any violation by others of the trademark, trade name or patent rights of the Company; and (f) the Company is not infringing upon any patent, copyright, trade name or trademark or otherwise violating the rights of any third party with respect thereto, and to the best of the company's and the Sellers' knowledge no proceedings have been instituted or are threatened, and no claim has been received by the Company or the Sellers alleging any such violation.

Notwithstanding anything contained herein to the contrary, the drawings, documents, other written materials, concepts and ideas related to the hand held pump ("Pump") under development by the Sellers is specifically acknowledged to be equally co-owned by Vet-Co., Inc. and Sellers and Vet-Co., Inc.'s co-ownership rights are included in the assets being conveyed hereunder, it being understood that Vet-Co., Inc. and Sellers each retain co-ownership rights to the Pump after the transaction

incorrectness of or a breach of a representation and warranty hereunder. The Schedules to this Agreement are hereby made a part of this Agreement as if set forth in full herein and any information contained herein of on any Schedule attached hereto shall be deemed to be constructively cross-referenced herein and listed on all Schedules.

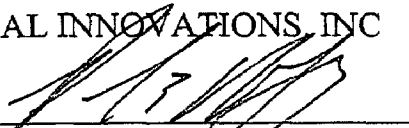
11.16. Definition of Knowledge. Whenever a statement of any party to this Agreement is qualified by that party's "knowledge", "knowledge" means the actual knowledge of the person making such statement at the time or times that such statement is made. If the statement is made by a corporation, the actual knowledge of the corporation's officers and directors is imputed to the Company; otherwise, the actual knowledge of a person shall not be imputed to any other person. Notwithstanding the foregoing, with respect to the "knowledge" of the Company or the Sellers, such knowledge shall include the actual knowledge of each officer and each director or the Company.

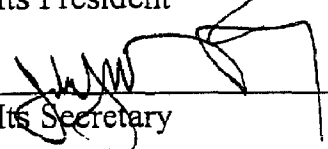
11.17. Benefits to Others. The representations, warranties and covenants contained in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and they shall not confer and are not intended to confer any rights on any other persons.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

"Purchaser"


MEDICAL INNOVATIONS, INC

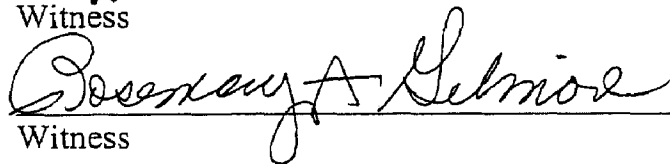
By: 
Its President

Attest: 
Its Secretary

"Sellers"

Signed, Sealed and Delivered
in the Presence of Two Sub-
scribing Witnesses:


Witness


Witness


Sol Shapiro

Bill Muck
Witness

Jeffrey Shapiro

Rosemary A. Belmont
Witness

Marlene Shapiro
Marlene Shapiro

Bill Muck
Witness

Rosemary A. Belmont
Witness

JOINDER OF COMPANY IN STOCK PURCHASE AGREEMENT

Vet-Co., Inc., an Alabama corporation (the "Company"), hereby joins in the foregoing Stock Purchase Agreement for the limited purposes therein set forth and agrees to cooperate with the Purchaser and the Sellers in effecting the transactions contemplated thereby.

IN WITNESS WHEREOF, acting through its officers thereunto duly authorized, Company has executed and delivered this Joinder of the Company in the Stock Purchase Agreement as of November 3, 1999.

"Company"

Vet-Co., Inc.

BY Sal Shapiro
Its President

ATTEST: Jeffrey Shapiro
Its Secretary

Schedule 3.11

Photocopy located at Vet-Co., Inc. is under a lease purchase (see attached copy of contract).

The real property at which the Company is located is mortgaged to Regions Bank. (See 2.1 for transfer)

The couch in Mindy Shapiro's office as well as the couch in Jeff Shapiro's office belong to Mindy Shapiro. (See 2.1 for transfer)

All the office furniture and furnishing, fax machine, 4 drawer security file belongs to Jeff Shapiro and Sol Shapiro. (See 2.1 for transfer) The Vehicles as set out in 2.1 are being transferred to the Sellers and their designees as set forth in Bills of Sales.

With respect to the Mentor:

(a) assets no representation or warranty whatsoever is made by Seller and Vetco, Inc., and Seller and company hereby disclaims any representations or warranties implied as to the condition, value or quality of the assets and specifically disclaims with respect to the assets any representations and warranties of value, merchantability, usage or fitness for any particular purpose and non-infringement; and the assets being transferred to the purchaser are conveyed on an "as is" and "where is" basis, and the purchase shall rely upon its own examination thereof.

(b) Seller and Company do not warrant and makes no representation that Purchaser's exercise of the license rights assigned under this agreement is or will be free from claims of infringement or misappropriation of third party intellectual property rights, and Sellers will have no obligation whatsoever to indemnify Purchaser against any such claim.

(c) Seller and Company does not warrant and makes no representation as to the validity, enforceability, or scope of any of the intellectual property rights licensed and whether any patents are still valid or whether they have expired.

(d) Seller and Company do not warrant and make no representation that any of the intellectual property rights licensed to purchaser will be free of infringement or misappropriation, as applicable, by third parties and will have no obligation to cooperate in enforcement of any such intellectual property rights or otherwise take action against third parties alleged to have committed infringement or misappropriation.

(e) Seller will have no obligation to prosecute, maintain, or otherwise secure intellectual property rights, including without limitation any patents, patent applications, invention registrations, or copyright registrations, with respect to the intellectual property rights licensed to purchase.

(f) Patent License Agreement between Mentor Corporation and Smith Collins Pharmaceutical, Inc. dated February 4, 1993. The Company makes no representation as to whether the patent is still valid or whether it has expired.

Purchaser obtains no licenses under any Company intellectual property rights not specified in this agreement.

See 2.1 for permitted transfer of personal property and real estate which occurred effective as of 8/31/99.

Technology and Manufacturing License Agreement between Mentor Corporation and Smith Collins Pharmaceutical, Inc. dated February 4, 1993.

See Attached for additional list of permits and licensed patents.

Trademark for "Assist" - (John Mithcell has)

501K on the Company's product (attached).

There is a UCC-1 on file by Regions Bank coding all accounts and proceeds, all accounts receivable and proceeds, all general intangibles and proceeds which was security for the loan on the Mentor purchase, which indebtedness is assumed by Jeff and Sol Shapiro. See attached UCC information.

Schedule 3.11.1

Monday, November 01, 1

KnowX.com[®]Melissa Williams
Client ID: Not Chosen

Detail Record

PREVIOUS
RECORDRETURN TO
SEARCH
SUMMARYNEXT
RECORD

Detail Record No. 163

Information America Database: UCC
 Information Current: 02-22-1989 through 09-03-1999
 Last Updated: 10-23-1999 (Updated on a WEEKLY basis)
 Filed: UCC-SECRETARY OF STATE

Instrument Number: B 99-14127 FS
 Filing Date: 04-01-1999
 Filing Type: ORIGINAL
 Status: ACTIVE
 State: ALABAMA
 Filing Location: SECRETARY OF STATE
 600 DEXTER AVE
 MONTGOMERY
 AL
 36104

Debtor: VET-CO. INC
 3700 5TH AVE SOUTH
 BIRMINGHAM, ALABAMA 35222

Duns Number: 609561360
 Collateral Type: ALL ACCOUNT(S) AND PROCEEDS
 Collateral Type: ALL ACCOUNTS RECEIVABLE AND PROCEEDS
 Collateral Type: ALL GENERAL INTANGIBLE(S) AND PROCEEDS
 Secured Party: REGIONS BANK
 3172 CAHABA HEIGHTS PLAZA
 BIRMINGHAM, ALABAMA 35243

Duns Number: 152393328

Exhibit 3.11.1

Permits

TUV Certificate No. Q1 9511 19591 002

EC Certificate No. G1 96 0319591 003 (*Current Certificate attached*)

510(K) Notification No. K 900559

Licensed Patents

U.S. Patent No. 4,741,329

Trademarks

RESPONSE	Reg. No. 1,959,721
TOUCH	Reg. No. 1,950,504
RESTORE	Common law
PISTON	Common law

Copyrights

All unregistered copyrights to written materials transferred hereunder.

ARTICLES OF AMENDMENT

OF

MEDICAL INNOVATIONS, INC.

The Articles of Incorporation of Medical Innovations, Inc., are hereby amended as follows:

The Articles of Incorporation are amended to read:

I.

The name of the Corporation shall be SOMA Blue, Inc.

The amendment was adopted effective October 20, 1999 by written consent of the Board of Directors of the Corporation without shareholder action

IN WITNESS WHEREOF, MEDICAL INNOVATIONS, INC., has caused these Articles of Amendment to be executed and its corporate seal to be affixed and has caused the foregoing to be attested, all by its duly authorized officers, effective the 20th day of October, 1999.

MEDICAL INNOVATIONS, INC.

(SEAL)

By: 

Julian W. Osborn

As its President

Attest: 

Paul E. Petersen, Jr.

As its Secretary

Sign + Seal
x Please date

SOMA BLUE, INC.
BOARD OF DIRECTORS RESOLUTION
BY CONSENT

The undersigned, being all of the Directors of SOMA Blue, Inc., a Georgia Corporation, by affixing their signatures hereto, hereby consent to and hereby take the following action pursuant to Section 14-2-821 of the Official Code of Georgia. Notice of the time, place, and purpose of this special meeting is hereby waived.

The following are hereby adopted as resolutions of the Board of Directors:

RESOLVED, that the following individuals are elected to the following offices:

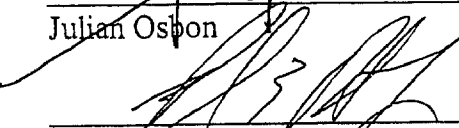
President: Julian Osbon
Secretary: Paul E. Petersen, Jr.
Treasurer: John J. Morrison

RESOLVED, that all acts or omissions of the officers of the corporation properly and legally taken to benefit the corporation since the last meeting of the Board of Directors are hereby ratified and approved in all respects.

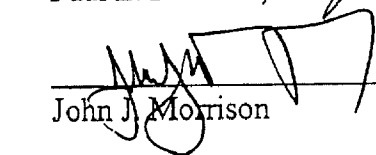
IN WITNESS WHEREOF, all of the Directors of SOMA Blue, Inc. has hereunto set their respective hands and seals effective this 20th day of October 1999.



Julian Osbon (L.S.)



Paul E. Petersen, Jr. (L.S.)



John J. Morrison (L.S.)

Sign + Date

SHAREHOLDERS RESOLUTION BY CONSENT

SOMA Blue, INC.

The undersigned, being the sole Shareholder of SOMA Blue, Inc., a Georgia Corporation, holding Common shares of stock by affixing his signature hereto hereby consents and hereby takes the following. Notice of the time, place and purpose of this special meeting is hereby waived.

The following resolution is hereby adopted:

Whereas, the following individuals are elected as the Directors set forth beside their respective names:

Julian Osbon
Paul E. Petersen, Jr.
John J. Morrison

IN WITNESS WHEREOF, the sole Shareholder of SOMA Blue, Inc., has hereunto set his respective hand and seal effective the 25th day of October 1999.


Julian Osbon [L.S.]

Sign + Date

BOARD OF DIRECTORS RESOLUTION BY CONSENT

The undersigned, being all of the Directors of MEDICAL INNOVATION, INC., a Georgia Corporation, by affixing their signatures hereto hereby consent and hereby take the following action. Notice of the time, place and purpose of this special meeting is hereby waived.

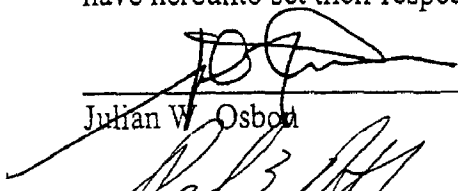
The following resolution is hereby adopted:

RESOLVED, that the Articles of Incorporation be amended to read:

I.

The name of the Corporation shall be SOMA Blue, Inc.

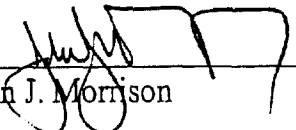
IN WITNESS WHEREOF, all of the Directors of MEDICAL INNOVATIONS, INC., have hereunto set their respective hands and seals effective the 20th day of October, 1999.



Julian W. Osborn [L.S.]



Paul E. Petersen, Jr. [L.S.]



John J. Morrison [L.S.]

Sign & Date

SHAREHOLDERS RESOLUTION BY CONSENT

The undersigned, being the sole Shareholder of MEDICAL INNOVATIONS, INC., a Georgia Corporation, by affixing his signature hereto hereby consents and hereby takes the following action. Notice of the time, place and purpose of this special meeting is hereby waived.

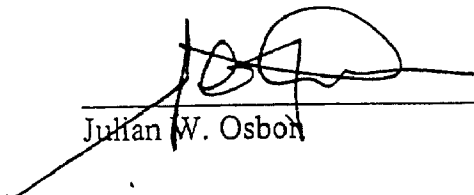
The following resolution is hereby adopted:

RESOLVED, that the Articles of Organization be amended to read:

I.

The name of the Georgia Corporation shall be SOMA Blue, Inc.

IN WITNESS WHEREOF, the sole Shareholder of MEDICAL INNOVATIONS, INC., has hereunto set his respective hand and seal effective the 20th day of October, 1999.



Julian W. Osborn [L.S.]

Sign + Date

STOCK POWER

FOR VALUE RECEIVED, Robert Osbon hereby sells, assigns and transfers unto Julian W. Osbon, Ten (10) Shares represented by Certificate #2 of the common stock of MEDICAL INNOVATIONS, INC. and does hereby irrevocably constitute and appoint the stock transfer agent of the Corporation as Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated Oct 8, 1999.

Robert Osbon

Robert Osbon

In presence of:

Barbara A. Lacey

Original

Thanks!!

g:\99-2\Medical Innovations, Inc.\stockpow.doc