

Combined MFC 8-4-98

08-07-1998



100794373

RECEIVED SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office AUG 4

Tab settings

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

1. Name of conveying party(ies): Tali A. Tomsic

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other: Chapter 7 Trustee of Interact Medical Technologies Corporation

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

2. Name and address of receiving party(ies)

Name: A-View Corporation Internal Address: Street Address: 79 East Wilder Road City: West Lebanon State: NH ZIP: 03774

- Individual(s) citizenship, 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, Merger, Security Agreement, Change of Name, Other

Execution Date: June 17, 1998

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

A. Trademark Application No.(s) 74/431,531 74/413,134 75/061,310 74/431,513 75/061,180 75/061,312 74/431,810 75/061,179 75/060,730 74/431,813 75/061,178 75/128,214

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Pandiscio & Pandiscio Internal Address: Mark J. Pandiscio Street Address: 470 Totten Pond Road City: Waltham State: MA ZIP: 02451

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 480.00

- Enclosed, Authorized to be charged to deposit account (any deficiencies)

8. Deposit account number:

16-0221

(Attach duplicate copy of this form 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 copies is a true copy of the original document.

David A. Tucker Name of Person Signing

David A. Tucker Signature

July 28, 1998 Date

Total number of pages including cover sheet, attachments, and documents: 32

CONFIRMATORY ASSIGNMENT

WHEREAS Medical Media Systems was a New Hampshire partnership composed of the general partners MMS Founders Group Limited Partnership, a Delaware partnership, and Baxter Medical Media Holdings, Inc., a Delaware corporation; and MMS Founders, Inc., a Delaware corporation, was the sole general partner of MMS Founders Group Limited Partnership; and

WHEREAS on or about May 24, 1996, MMS Founders Group Limited Partnership and Baxter Medical Media Holdings, Inc. transferred all of their partnership interests in Medical Media Systems to Medical Media Systems, Inc., a Delaware corporation, as indicated in the attached Appendix A; and

WHEREAS on or about May 24, 1996, Ixion, Inc., a Delaware corporation, merged with Medical Media Systems, Inc., and Medical Media Systems, Inc. changed its name to Interact Medical Technologies Corporation, as indicated in the attached Appendix B; and

WHEREAS on or about April 21, 1998, Interact Medical Technologies Corporation filed a petition for liquidation under Chapter 7 of the Bankruptcy Code; and

WHEREAS on or about June 17, 1998, for good and valuable consideration, and otherwise pursuant to those certain (1) Order Authorizing the Sale of Certain Assets to A-View Corporation Free and Clear of Liens and Encumbrances and (2) the Order Authorizing Chapter 7 Trustee to Assume and Assign Certain Executory Contracts and Unexpired Leases of Personal Property as Part of a Sale of Estate Assets Free and Clear of Liens, both entered on June 10, 1998 by the United States Bankruptcy Court for the District of Massachusetts in the Chapter 7 case of Interact Medical Technologies Corporation d/b/a Medical Media Systems ("Interact"), docketed as Chapter 7 Case No. 98-42912-JFQ, copies of which are attached as Exhibits A and B respectively, Tali A. Tomsic, Chapter 7 Trustee of Interact (the "Trustee") sold, assigned and transferred all of the assets of Interact Medical Technologies Corporation, including all of the intellectual property of Interact Medical Technologies Corporation (including, but not limited to, all of the inventions, patent applications, patents, trademarks, that part of the good will of the business in connection with which said trademarks have been used, trademark applications, trademark registrations, copyrightable works, copyrights, copyright applications, copyright registrations, and trade secrets of

Interact Medical Technologies Corporation) to A-View Corporation, a Delaware corporation; and

WHEREAS the Trustee wishes to confirm the sale, assignment and transfer to A-View Corporation of all of Interact Medical Technologies Corporation's rights, title and interests in and to (1) the specific inventions, patent applications and/or patents identified in the attached Schedule A, (2) the specific trademarks, trademark applications and/or trademark registrations identified in the attached Schedule B, and (3) the specific copyrightable works, copyrights, copyright applications and/or copyright registrations identified in the attached Schedule C, it being understood that the specific intellectual property identified in the attached Schedules A, B and C represents only a portion of the total assets sold, assigned and transferred to A-View Corporation by the Trustee;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Trustee (hereinafter called the Assignor, which term shall include her successors and assigns) does hereby confirm that she has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer, to A-View Corporation (hereafter called the Assignee, which term shall include its successors and assigns) Assignor's full, unencumbered, legal and equitable right, title and interest in and to all of the assets of Interact Medical Technologies Corporation, including all of the intellectual property of Interact Medical Technologies Corporation (including, but not limited to, all of the inventions, patent applications, patents, trademarks, that part of the good will of the business in connection with which said trademarks have been used, trademark applications, trademark registrations, copyrightable works, copyrights, copyright applications, copyright registrations, and trade secrets of Interact Medical Technologies Corporation), and specifically including all of Interact Medical Technologies Corporation's rights, title and interests in and to (1) the specific inventions, patent applications and/or patents identified in the attached Schedule A, (2) the specific trademarks, trademark applications and/or trademark registrations identified in the attached Schedule B, and (3) the specific copyrightable works, copyrights, copyright applications and/or copyright registrations identified in the attached Schedule C, it being understood that the specific intellectual property identified in the attached Schedules A, B and C represents only a portion of the total assets sold, assigned and transferred to A-View Corporation by the Trustee.

And for the same consideration, Assignor does also hereby confirm that she has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer, to Assignee Assignor's full, unencumbered, legal and equitable right, title and interest in and to the inventions, patent applications and/or patents identified in the attached Schedule A, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto; said assignment specifically including (i) all rights in and to and under said inventions, (ii) all rights in and to and under said patent applications (which term shall include hereinafter, where the context so admits, all divisional, continuing, reissue and/or other patent applications based thereon) and the inventions (which term shall include each and every such invention, and any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or patent applications, and (iii) all rights in and to and under said patents in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, including the right to sue for and collect or obtain damages and/or other relief for any and all infringements of said patents occurring prior to the date of this Assignment, and the right to receive all royalties due from licensees.

And for the same consideration, Assignor does also hereby confirm that she has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer, to Assignee all of Assignor's rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions, said patent applications and said patents, and Assignor does hereby authorize Assignee to apply in Assignor's name, the inventor's name or the inventors' names, or Assignee's own name for patents and like rights of exclusion on or for said inventions in all countries claiming (if Assignee so desires) the priority of the filing date of any of said patent applications under the provisions of said Convention or any other such treaty.

And for the same consideration, Assignor does hereby agree for herself, and for the inventors of said inventions, patent applications or patents, promptly upon the request of Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like right of exclusion of any country, and/or any other lawful documents and/or any further assurances that may be deemed necessary or desirable by Assignee to fully secure to Assignee

said right, title, and interest as aforesaid in and to said inventions, patent applications and patents and like rights of exclusion (including extensions thereof), or any of them.

And Assignor does hereby authorize and request the Commissioner of Patents of the United States of America and the corresponding officer of each country foreign thereto to issue to Assignee any and all patents and like rights of exclusion which may be granted in any country upon said United States patent application(s) or other application(s) for said inventions.

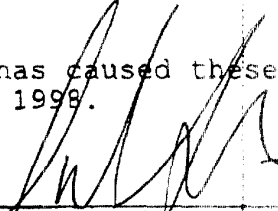
And for the same good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby confirms that she has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer, to Assignee the entire right, title and interest of Assignor in and to the trademarks, trademark applications and/or trademark registrations identified in the attached Schedule B, and that part of the good will of the business in connection with which said trademarks have been used, together with all claims, if any, for damages and/or other relief by reason of or for infringement or unlicensed use of any of said trademarks, together with the right to sue for and collect or obtain damages and/or other relief for its own use, benefit and enjoyment, and the right to receive all royalties due from licensees.

And for the same good and valuable consideration, the receipt of which is hereby acknowledged, Assignor confirms that she has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer, to Assignee all of Assignor's right, title and interest in and to the copyrightable works, copyrights, copyright applications and/or copyright registrations identified in the attached Schedule C, to have and to hold the same unto the Assignee absolutely and forever.

The rights herein conveyed are intended, and shall be deemed to include, the exclusive right to copy, publish and use any part or all of the copyrightable works throughout the world, the right to secure copyrights (including copyright registrations) in and to the copyrightable works anywhere in the world, the right to secure renewal of the aforesaid copyrights, and all other property rights of any kind in the copyrightable works, including the right to sue for and collect or obtain damages and/or other relief for any and all infringements of said copyrights prior to the date of this Assignment, and the right to receive all royalties due from licensees.

And for the same consideration, Assignor hereby covenants and agrees that she will, at the request of Assignee, and without further consideration, execute and deliver such other instruments of sale, transfer, conveyance and assignment, and take such other actions as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and vest in, Assignee, good, clear record and marketable title to the assets hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to put Assignee in actual possession and operating control thereof, to assist Assignee in exercising all rights with respect thereto, and to carry out the purpose and intent of this document.

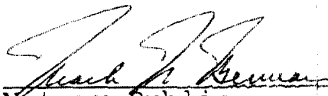
In witness whereof, Assignor has caused these presents to be signed this 17th day of JUNE, 1998.



Tali A. Tomsic
Chapter 7 Trustee of
Interact Medical Technologies
Corporation

Unincorporated
State of Massachusetts)
County of Suffolk)

Before me this 17th day of June, 1998,
personally appeared Tali A. Tomsic, Chapter 7 Trustee of Interact
Medical Technologies Corporation, who is to me personally known,
and acknowledged the foregoing instrument to be her free act and
deed.



Notary Public
My Commission Expires Feb 21, 2005

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
WESTERN DIVISION

In re:

Interact Medical Technologies, Inc.
d/b/a Medical Media Systems,

Debtor.

Chapter 7

Case No. 98-42912-JFQ

ENTERED ON DOCKET
6/11/98

ORDER AUTHORIZING THE SALE OF CERTAIN ASSETS TO A-VIEW
CORPORATION FREE AND CLEAR OF LIENS AND ENCUMBRANCES

At Worcester, Massachusetts, on June 10, 1998.

This matter came before me on the Motion for an Order Authorizing and Approving Private Sale of Property of Estate dated May 8, 1998 (the "Motion") filed by Tali A. Tomsic, Chapter 7 Trustee (the "Trustee") of Interact Medical Technologies, Inc. d/b/a Medical Media Systems ("Interact"), the debtor in the above captioned case.

Findings

With respect to the Motion,¹ I FIND as follows based upon the pleadings filed with this Court and upon the records of the hearings held before this Court with respect to this sale or at which this sale was discussed, including without limitation, the hearing held on June 10, 1998:

In the Motion, the Trustee has sought authority to sell, free and clear of all liens, claims and encumbrances, substantially all of Interact's operational assets (the "Assets") to A-View Corporation ("A-View") on the terms set forth in the Motion and A-View's Offer to Purchase Assets dated April 29, 1998 (the "Offer"). Pursuant to the Motion and the Offer, the

¹ Unless otherwise defined herein, defined terms shall have the meanings ascribed to them in the Motion.

(49)

consideration to be paid by A-View was the sum of \$500,000 plus the reimbursement of Baxter Healthcare Corporation ("Baxter") for its expenses in funding the operation of the Debtor's business during these Chapter 7 proceedings.

2. The Debtor is the owner of the Assets.

3. Any creditor claiming an interest in the Assets has consented to the sale or could be compelled to accept a money satisfaction of its interest.

4. On May 12, 1998, the Court entered an order establishing the procedures to be followed in connection with the sale of the Assets to A-View (the "Sales Procedures Order").

5. The Sales Procedures Order provided that in the event of a qualified counteroffer for the Assets was timely filed, the highest and best final offer was to be determined by a sealed bid auction at the hearing on the Motion.

6. The Trustee has complied with the Sales Procedures Order, and otherwise, the Trustee has provided reasonable and adequate notice of the Motion, of the deadline for objecting to the Motion, of the deadline for counteroffers for the Assets and of the hearing on the Motion as required by applicable law and procedures.

7. Pursuant to the Sales Procedures Order, Vascular Innovation, Inc. ("V.I.") timely filed a counter offer for the Assets in the amount of \$750,000 (the "Counteroffer"). The Counteroffer, however, is conditioned on, inter alia, that a License Agreement dated October 9, 1997 and a Supply and Distribution Agreement of even date between Baxter and Interact (the "Agreements") are voided in their entirety.

8. In addition, pursuant to the Sales Procedures Order, Jobst Vascular Center ("Jobst") timely filed an objection to the Motion asserting that the purchase price for the Assets would be significantly greater if the Agreements were avoided.

9. At the hearing on the Motion, A-View submitted a ~~sealed~~ bid on the Assets in the amount of \$700,000.00 subject to all of the terms and conditions set forth in the Motion and the Offer (the "Revised Offer").

10. The sale of the Assets to A-View in accordance with the terms of the Revised Offer represents an opportunity for the Trustee to realize going concern value for Interact's business. There is a substantial risk that this going concern value will be lost if a sale of the Assets is conditioned on avoidance of the Agreements. In light of the uncertainties and delays associated with litigation concerning the avoidance of the Agreements, the sale of the Assets as contemplated by the Revised Offer is supported by good business reasons and is in the best interest of Interact's creditors.

11. Upon closing the sale, based upon the Trustee's disclosures and marketing efforts, A-View shall have acquired the Assets in good faith within the meaning of 11 U.S.C. §363(m) and as the result of arm's length transactions.

Order

NOW, THEREFORE, based upon the foregoing findings, it is hereby ORDERED, ADJUDGED AND DECREED, pursuant to 11 U.S.C. §363, Fed. Bankr. (the "Rules") 6004(c) and MLBR 6004-1, that:

A. The sale of the Assets to A-View free and clear of liens and encumbrances be and the same hereby is authorized, approved, ratified and confirmed on the terms set forth in the Revised Offer dated June 10, 1998.

B. The Trustee is hereby authorized to perform her obligations with respect to the sale of the Assets to A-View under the terms of the Revised Offer and is authorized to take any steps that she deems necessary or desirable to implement the sale of the Assets to A-View and is authorized to execute and deliver any documents necessary to complete the sale.

C. A-View is a good faith purchaser of the Assets entitled to the protections of 11 U.S.C. §363(m).

D. A-View is not a successor to Interact or to Interact's bankruptcy estate in law or equity.

E. The provisions of this order and any action taken pursuant hereto shall survive the entry of any order which may be entered dismissing this case and the terms and provisions of this order as well as the transactions effected pursuant hereto shall continue in full force and effect notwithstanding the entry of such an order.

F. If any or all of the provisions of this order are hereafter reversed, modified, vacated or stayed by subsequent order of this Court or any other court, such reversal, stay, modification or vacatur shall not affect the validity and enforceability of the sale of the Assets pursuant to the Revised Offer and this order; and notwithstanding any stay, reversal, modification or vacatur of this order, any obligations arising prior to the effective date of such stay, reversal, modification or vacatur shall be governed in all respects by the original provisions of this order and the Revised Offer, as the case may be. The parties to the Revised Offer shall be

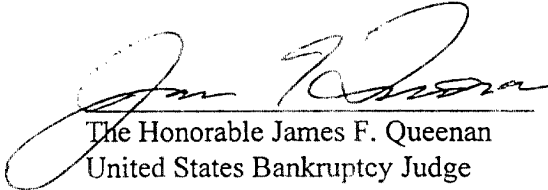
entitled to all of their respective rights, privileges and benefits hereunder and under the Revised Offer in accordance with 11 U.S.C. §363(m).

G. This Court shall retain exclusive jurisdiction over the parties to the Revised Offer, except to the extent otherwise explicitly provided for in the Revised Offer to resolve disputes, if any, between or among them arising under or related to this sale, and for the purpose of enforcing the terms and provisions of the Revised Offer and this order.

H. This order shall take effect immediately and shall not be automatically stayed pursuant to Rule 7062 or otherwise

I. Jobst's objection to the Motion is overruled. All other objections to the entry of this order not otherwise settled or withdrawn are hereby overruled.

J. The filing of the Motion and the entry of this order shall be deemed to have satisfied any requirements under Rule 6004(f)(1) that the Trustee file any itemized statement of property sold, name of purchaser and price received in connection with the sale of the Assets.

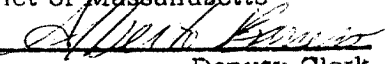

The Honorable James F. Queenan
United States Bankruptcy Judge

Dated: June 10, 1998

313246-1



Certified to be a true and correct copy of the original James M. Lynch, Clerk U.S. Bankruptcy Court District of Massachusetts

By: 
Deputy Clerk

Date: 6/10/98

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
Proceeding Memorandum/Order of Court

Hearing Date: Jun 10, 1998

In re: INTERACT MEDICAL TECHNOLOGIES, INC.

Case#: 98-42912 Ch: 7

MOVANT/APPLICANT/PARTIES:

#33 MOTION by Chapter 7 Trustee to Assume and Assign Certain Executory Contracts and Unexpired Leases of Personal Property as Part of Sale of Estate Assets Free and Clear of Liens.

RESPONSE by Finova Technology Finance, Inc.
Richard N. Gottlieb, Esq.
Joel T. Brighton, Esq.

OUTCOME:

~~Granted~~-Denied-Approved-Denied Without Prejudice-Withdrawn in Open Court
continued To _____
Formal Order/Stipulation to be Submitted By: _____ Date Due _____
Separate Order/Judgment Entered and Incorporated by Reference.
✓ Findings and Conclusions Dictated at Close of Hearing Incorporated by Reference.
Taken Under Advisement: Brief(s) Due _____ From _____
Response(s) Due _____ From _____
Fees Allowed in the Amount Of: _____ To: _____
Expenses Allowed in the Amount Of: _____ To: _____
DECISION SET OUT MORE FULLY BY COURT AS FOLLOWS:



ENTERED ON DOCKET
6/11/98

Certified to be a true and correct copy of the original
James M. Lynch, Clerk
U.S. Bankruptcy Court
District of Massachusetts
By: Alberto...
Deputy Clerk
Date: 6/11/98

48

IT IS SO NOTED:

Courtroom Deputy

IT IS SO ORDERED:

James F. Queenan, Jr.
James F. Queenan, Jr.
U.S. Bankruptcy Judge
Dated: 6/10/98

Schedule A

Inventions, Patents Applications And/Or Patents

Docket No.	Title	Inventors	Filing Date Serial No.	Patent Date Patent No.
MMS-1 U.S.	ELECTRON- ICALLY STEERABLE ENDOSCOPE	Michael A. McKenna, Steven D. Pieper, Joseph M. Rosen, David T. Chen, Peter J. Robbie	03/30/94 U.S. Patent Application Serial No. 08/220,367	8/20/96 U.S. Patent No. 5,547,455
MMS-1 DIV U.S.	ELECTRON- ICALLY STEERABLE ENDOSCOPE	Michael A. McKenna, Steven D. Pieper, Joseph M. Rosen, David T. Chen, Peter J. Robbie	06/05/95 U.S. Patent Application Serial No. 08/464,380	
MMS-1 PCT	ELECTRON- ICALLY STEERABLE ENDOSCOPE	Michael A. McKenna, Steven D. Pieper, Joseph M. Rosen, David T. Chen, Peter J. Robbie	03/29/95 Interna- tional Patent Application Serial No. PCT/US95/ 03908	

MMS-1 PCT CANADA	ELECTRON- ICALLY STEERABLE ENDOSCOPE	Michael A. McKenna, Steven D. Pieper, Joseph M. Rosen, David T. Chen, Peter J. Robbie	03/29/95 Canadian Patent Application Serial No. 2,186,881	
MMS-1 PCT EUROPEAN	ELECTRONI- CALLY STEERABLE ENDOSCOPE	Michael A. McKenna, Steven D. Pieper, Joseph M. Rosen, David T. Chen, Peter J. Robbie	03/29/95 European Patent Application Serial No. 95915447.7	
MMS-2/A U.S.	ENDOSCOPIC VIEWING SYSTEM FOR MAINTAINING A SURGEON'S NORMAL SENSE OF KINESTHESIA DURING ENDOSCOPIC SURGERY REGARDLESS OF THE ORIENTATION OF THE ENDOSCOPE VIS-A-VIS THE SURGEON	David T. Chen, Steven D. Pieper, Michael A. McKenna	01/18/95 U.S. Patent Application Serial No. 08/374,126	08/13/96 U.S. Patent No. 5,545,120

MMS-2/A PCT ENDOSCOPIC David T. 01/18/96
VIEWING Chen, Interna-
SYSTEM FOR Steven D. tional
MAINTAINING Pieper, Patent
A SURGEON'S Michael A. Application
NORMAL McKenna Serial No.
SENSE OF PCT/US96/
KINESTHESIA 00715
DURING
ENDOSCOPIC
SURGERY
REGARDLESS
OF THE
ORIENTATION
OF THE
ENDOSCOPE
VIS-A-VIS
THE SURGEON

MMS-2/E ANATOMICAL David T. 07/24/95
U.S. VISUALIZA- Chen, U.S. Patent
TION SYSTEM Steven D. Application
Pieper, Serial No.
Michael A. 08/505,587
McKenna

MMS-2/E PCT ANATOMICAL David T. 07/23/96
VISUALIZA- Chen, Interna-
TION SYSTEM Steven D. tional
Pieper, Patent
Michael A. Application
McKenna Serial No.
PCT/US96/
12094

MMS-4 U.S.	VIDEO-BASED SURGICAL TARGETING SYSTEM	David T. Chen, Michael A. McKenna, Steven D. Pieper	10/07/94 U.S. Patent Application Serial No. 08/320,502	06/16/98 U.S. Patent No. 5,765,561
---------------	--	--	--	---

MMS-4 CON U.S.	VIDEO-BASED SURGICAL TARGETING SYSTEM	David T. Chen, Michael A. McKenna, Steven D. Pieper	06/16/98 U.S. Patent Application Serial No. <hr/> (serial number not yet assigned)
-------------------	--	--	---

MMS-4 PCT	VIDEO-BASED SURGICAL TARGETING SYSTEM	David T. Chen, Michael A. McKenna, Steven D. Pieper	10/06/95 Internat- ional Patent Application Serial No. PCT/US95/ 13353
-----------	--	--	---

MMS-4 PCT CANADA	VIDEO-BASED SURGICAL TARGETING SYSTEM	David T. Chen, Michael A. McKenna, Steven D. Pieper	10/06/95 Canadian Patent Application Serial No. 2,202,052
---------------------	--	--	--

MMS-9 U.S.	ANATOMICAL VISUALIZA- TION SYSTEM	Michael A. McKenna, David T. Chen, Steven D. Pieper	06/01/95 U.S. Patent Application Serial No. 08/457,692	04/07/98 U.S. Patent No. 5,737,506
---------------	---	--	--	---

MMS-9 PCT	ANATOMICAL VISUALIZA- TION SYSTEM	Michael A. McKenna, David T. Chen, Steven D. Pieper	05/31/96 Interna- tional Patent Application Serial No. PCT/US96/ 08218	
-----------	---	--	---	--

MMS-9 PCT EUROPEAN	ANATOMICAL VISUALIZA- TION SYSTEM	Michael A. McKenna, David T. Chen, Steven D. Pieper	05/31/96 European Patent Application Serial No. 96916882.2- 2201	
-----------------------	---	--	--	--

MMS-10 U.S.	ANATOMICAL VISUALIZA- TION SYSTEM	Steven D. Pieper	06/09/95 U.S. Patent Application Serial No. 08/489,061	
----------------	---	---------------------	--	--

MMS-10 CON U.S.	ANATOMICAL VISUALIZA- TION SYSTEM	Steven D. Pieper	05/26/98 U.S. Patent Application Serial No. 09/084,637	
--------------------	---	---------------------	--	--

MMS-10 PCT	ANATOMICAL VISUALIZA- TION SYSTEM	Steven D. Pieper	06/07/96 Internat- ional Patent Application Serial No. PCT/US96/ 10048
------------	---	---------------------	---

MMS-10 PCT EUROPEAN	ANATOMICAL VISUALIZA- TION SYSTEM	Steven D. Pieper	06/07/96 European Patent Application Serial No. 96921520.1- 2201
------------------------	---	---------------------	--

MMS-14 U.S.	ANATOMICAL VISUALIZA- TION SYSTEM	Steven D. Pieper, Michael A. McKenna, David T. Chen	12/29/95 U.S. Patent Application Serial No. 08/581,055
----------------	---	--	--

MMS-14 PCT	ANATOMICAL VISUALIZA- TION SYSTEM	Steven D. Pieper, Michael A. McKenna, David T. Chen	12/26/96 Internat- ional Patent Application Serial No. PCT/US96/ 20841
------------	---	--	---

U.S. Case	EXPERT SYSTEM SIMULATOR FOR MODELING REALISTIC INTERNAL ENVIRON- MENTS AND PERFORMANCE	David C. Hon	11/14/88	3/13/90 U.S. Patent No. 4,907,973
-----------	---	-----------------	----------	--

Canadian Case	EXPERT SYSTEM SIMULATOR FOR MODELING REALISTIC INTERNAL ENVIRON- MENTS AND PERFORMANCE	David C. Hon	Canadian Patent Application Serial No. 2002919	
------------------	---	-----------------	--	--

European Case	EXPERT SYSTEM SIMULATOR FOR MODELING REALISTIC INTERNAL ENVIRON- MENTS AND PERFORMANCE	David C. Hon	European Patent No. 0426767	
------------------	---	-----------------	-----------------------------------	--

Japanese Case	EXPERT SYSTEM SIMULATOR FOR MODELING REALISTIC INTERNAL ENVIRON- MENTS AND PERFORMANCE	David C. Hon	Japanese Patent Application Serial No. 1-511777
------------------	---	-----------------	---

IXIO-2-P- 16,756 U.S.	FORCE FEEDBACK SYSTEM FOR VIRTUAL REALITY	David C. Hon	12/14/94 U.S. Patent Application Serial No. 08/355,612
-----------------------------	---	-----------------	--

IXIO-2-P- 16,756-PCT	FORCE FEEDBACK SYSTEM FOR VIRTUAL REALITY	David C. Hon	12/14/95 Internat- ional Patent Application Serial No. PCT/US95/ 16,360
-------------------------	---	-----------------	--

IXIO-1-P- 16,683 U.S.	MEDICAL PROCEDURE SIMULATOR	David C. Hon	07/22/96 U.S. Patent Application Serial No. 08/684,732
-----------------------------	-----------------------------------	-----------------	--

IXIO-1-P- 18,683-PCT	MEDICAL PROCEDURE SIMULATOR	David C. Hon	11/17/95 Interna- tional Patent Application Serial No PCT/US95/ 14,368
-------------------------	-----------------------------------	-----------------	---

Schedule B

Trademarks, Trademark Applications And/Or Registrations

Docket No.	Trademark	Filing Date Serial No.	Reg. Date Reg. No.
MMS/TM-1 U.S.	MMS	9/1/93 U.S. Trademark Application Serial No. 74/431,531	
MMS/TM-2 U.S.	logo	9/1/93 U.S. Trademark Application Serial No. 74/431,513	
MMS/TM-3 U.S.	SEE	9/1/93 U.S. Trademark Application Serial No. 74/431,810	
MMS/TM-4 U.S.	IMAGE STICK	9/1/93 U.S. Trademark Application Serial No. 74/431,813	

MMS/TM-5 CORE 9/1/93
U.S. U.S.
 Trademark
 Application
 Serial No.
 74/433,134

MMS/TM-6 MEDICAL 2/22/96
U.S. MEDIA U.S.
 SYSTEMS Trademark
 Application
 Serial No.
 75/061,180

MMS/TM-7 PREVIEW 2/22/96
U.S. U.S.
 Trademark
 Application
 Serial No.
 75/061,179

MMS/TM-8 DATAFUSION 2/22/96
U.S. U.S.
 Trademark
 Application
 Serial No.
 75/061,178

MMS/TM-9 PATIENT CD 2/22/96
U.S. U.S.
 Trademark
 Application
 Serial No.
 75/061,310

MMS/TM-10 PATIENT 2/22/96
U.S. SPECIFIC U.S.
 SOFTWARE Trademark
 Application
 Serial No.
 75/061,312

MMS/TM-11 MAKING 2/22/96
U.S. COMPUTER U.S.
 AIDED Trademark
 SURGERY A Application
 REALITY Serial No.
 75/060,730

MMS/TM-12 VIRTUAL- 7/1/96
U.S. GRAFT U.S.
 Trademark
 Application
 Serial No.
 75/128,214

MMS/TM-14 logo 06/05/98
U.S. U.S.
 Trademark
 Application
 Serial No.

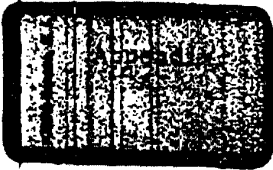
 (serial
 number not
 yet
 assigned)

Schedule C

Copyrightable Works, Copyrights,
Copyright Applications And/Or Registrations

Docket No.	Work	Filing Date	Reg. Date Reg. No.
MMS/COP-1 U.S.	MMS PREVIEW 0.1.3.22	1/9/95	1/9/95 U.S. Copyright Registra- tion No. TX3-984-532
MMS/COP-2 U.S.	3d.94-10-2	1/9/95	1/9/95 U.S. Copyright Registra- tion No. TX3-979-273
MMS/COP-3 U.S.	LIVER DATAFUSION	1/9/95	1/9/95 U.S. Copyright Registra- tion No. TX3-984-531

MR. AVIEN. AS1



**GENERAL INSTRUMENT OF CONVEYANCE,
TRANSFER AND ASSIGNMENT**

WHEREAS, Baxter Medical Media Holdings, Inc., a Delaware corporation ("Baxter Holdings") and MMS Founders Group Limited Partnership, a Delaware limited partnership ("MMSLP") (collectively referred to herein as the "Transferors") have executed a Stock Agreement dated May 24, 1996 which provides for the transfer, assignment, conveyance and delivery to Medical Media Systems, Inc., a Delaware corporation (the "Company") of the Transferors' partnership interests in Medical Media Systems, a New Hampshire general partnership (the "Partnership Interests").

NOW, THEREFORE, WITNESSETH THAT in consideration of the premises and the issuance to the Transferors by the Company of the shares of common stock of the Company as set forth in Section 1 of the Stock Agreement, the Transferors, by this General Instrument of Conveyance, Transfer and Assignment, do hereby convey, transfer, assign and deliver unto the Company, its successors and assigns forever, all of the Transferors' right, title and interest in and to their respective Partnership Interests.

TO HAVE AND TO HOLD said Partnership Interests, with all appurtenances thereto, unto the Company; its successors and assigns, and for its and their own use forever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed on this 24th day of May 1996.

BAXTER MEDICAL MEDIA HOLDINGS, INC.

By: *Stuart Foster*
Name: STUART FOSTER
Title: AUTHORIZED AGENT

**MMS FOUNDERS GROUP
LIMITED PARTNERSHIP**

By: **MMS FOUNDERS, INC.,**
general partner

By: _____
Name: _____
Title: _____

QA961020.051/13+

**GENERAL INSTRUMENT OF CONVEYANCE,
TRANSFER AND ASSIGNMENT**

WHEREAS, Baxter Medical Media Holdings, Inc., a Delaware corporation ("Baxter Holdings") and MMS Founders Group Limited Partnership, a Delaware limited partnership ("MMSLP") (collectively referred to herein as the "Transferors") have executed a Stock Agreement dated May 24, 1996 which provides for the transfer, assignment, conveyance and delivery to Medical Media Systems, Inc., a Delaware corporation (the "Company") of the Transferors' partnership interests in Medical Media Systems, a New Hampshire general partnership (the "Partnership Interests").

NOW, THEREFORE, WITNESSETH THAT in consideration of the premises and the issuance to the Transferors by the Company of the shares of common stock of the Company as set forth in Section 1 of the Stock Agreement, the Transferors, by this General Instrument of Conveyance, Transfer and Assignment, do hereby convey, transfer, assign and deliver unto the Company, its successors and assigns forever, all of the Transferors' right, title and interest in and to their respective Partnership Interests.

TO HAVE AND TO HOLD said Partnership Interests, with all appurtenances thereto, unto the Company, its successors and assigns, and for its and their own use forever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed on this 24th day of May 1996.

BAXTER MEDICAL MEDIA HOLDINGS, INC.

By: _____
Name: _____
Title: _____

MMS FOUNDERS GROUP
LIMITED PARTNERSHIP

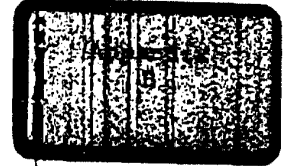
By: MMS FOUNDERS, INC.,
general partner

By: [Signature]
Name: STEVE DIAPER
Title: President

DA381020.031/13+

State of Delaware
Office of the Secretary of State

PAGE 1



I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"IXION, INC.", A DELAWARE CORPORATION,

WITH AND INTO "MEDICAL MEDIA SYSTEMS, INC." UNDER THE NAME OF "INTERACT MEDICAL TECHNOLOGIES CORPORATION". A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF MAY, A.D. 1996, AT 2 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel, Secretary of State

2612635 8100M

960151892

AUTHENTICATION:

DATE:

7960511

05-24-96

TRADEMARK

REEL: 1767 FRAME: 0565

**CERTIFICATE OF MERGER
OF
IXION, INC.
WITH AND INTO
MEDICAL MEDIA SYSTEMS, INC.**

To the Secretary of State
of the State of Delaware

Pursuant to the provisions of Section 251 of the Delaware General Corporation Law, Medical Media Systems, Inc. hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations are as follows: (a) Ixion, Inc., a Delaware corporation ("Ixion"); and (b) Medical Media Systems, Inc., a Delaware corporation ("MMS").
2. An Agreement and Plan of Reorganization (the "Agreement") between the constituent corporations has been approved, adopted, certified, executed and acknowledged in accordance with Section 251(c) of the Delaware General Corporation Law.
3. The surviving corporation is MMS; provided, however, that the name of the surviving corporation shall be changed pursuant to paragraph 4 below.
4. The Certificate of Incorporation of MMS shall be the Certificate of Incorporation of the surviving corporation; provided, however, that Article I of the Certificate of Incorporation of MMS is hereby amended to read in its entirety as follows:

"The name of the corporation is:
Interact Medical Technologies Corporation"
5. The executed Agreement is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 654 Madison Avenue, Suite 1606, New York, New York 10021.
6. The surviving corporation will furnish a copy of the Agreement, on request and without cost, to any stockholder of Ixion or MMS.
7. The surviving corporation will continue its existence as a corporation of the State of Delaware.

IN WITNESS WHEREOF, Medical Media Systems, Inc. has caused this Certificate of Merger to be duly executed and delivered on the day and year first above written.

MEDICAL MEDIA SYSTEMS, INC.
a Delaware corporation

By: 
Its: Vice President

04/07/2007 00:11*

2

RECORDED: 07/28/1998

TRADEMARK
REEL: 1767 FRAME: 0567