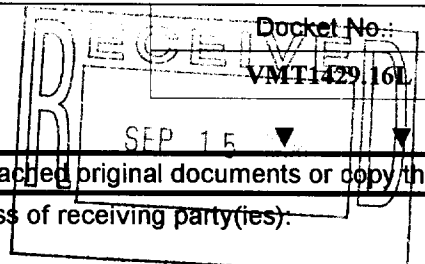


9-15-98

09-17-1998

SHEET  
JLY



100831029

Tab settings

To the Honorable Commissioner of

the attached original documents or copy thereof

1. Name of conveying party(ies):  
**VORTRAN MEDICAL TECHNOLOGY, INC.**

2. Name and address of receiving party(ies):  
Name: **VORTRAN MEDICAL TECHNOLOGY I, INC.**

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

Internal Address: **SUITE 354**  
Street Address: **3941 J STREET**  
City: **SACRAMENTO** State: **CA** ZIP: **95819**

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **CALIFORNIA**
- 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: **JULY 7, 1998**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**1,467,162**

Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: **1**

Name: **JOHN P. O'BANION**

7. Total fee (37 CFR 3.41): \$ **40.00**

Internal Address: **GERBER, RITCHEY & O'BANION**

- Enclosed
- Authorized to be charged to deposit account

Street Address: **400 CAPITOL MALL, SUITE 1550**

8. Deposit account number:

City: **SACRAMENTO** State: **CA** ZIP: **95814**

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.

**JOHN P. O'BANION**

Name of Person Signing

Signature

9/17/98  
Date

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

5  
17/199 JMT/KLB 0000000 1467.62  
FC-401  
40.00 00

## TRADEMARK AND PATENT ASSIGNMENT

WHEREAS, VORTRAN MEDICAL TECHNOLOGY, INC., a California Corporation, with a principal place of business at 3941 J Street, Suite 354, Sacramento, California, 95819 (hereinafter "VMT"), is the owner of the entire right, title, and interest in and to the United States and State of California trademarks, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "trademarks"), together with the goodwill of the business symbolized by, and associated with said trademarks.

WHEREAS, VMT is the owner of the entire right, title, and interest in and to certain United States and foreign Letters Patent, more particularly described on Schedule B annexed hereto as part hereof (collectively, the "patents").

WHEREAS, VORTRAN MEDICAL TECHNOLOGY 1, INC., a California Corporation with a principal place of business at 3941 J Street, Suite 354, Sacramento, California, 95819 (hereinafter "VMT1"), is desirous of acquiring the entire right, title, and interest in and to said patents and trademarks, as well as the goodwill of the business symbolized by and associated with said trademarks, within the State of California and the United States of America and its territorial possessions and within the countries foreign to the United States.

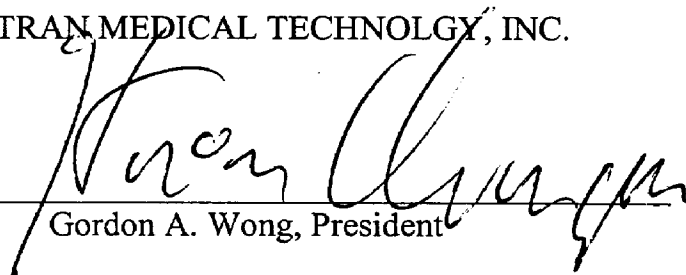
NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by VMT1, and for good and valuable consideration, the receipt of which is hereby acknowledged, VMT has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer unto VMT1, the entire right, title and interest in and to said patents and trademarks together with the goodwill of the business symbolized by said trademarks and registrations thereof; the same to be held by VMT1 for its own use, and for its legal representatives and assigns, and all said rights to be held by VMT1 for its use and assigns in perpetuity or so long as permitted by law, as fully

and entirely as the same would have been held by VMT, if this assignment, transfer and sale had not been made.

In Testimony Whereof, VMT has caused the hand of its proper representative to be subscribed hereto this 7 day of July, 1998.

VOTRAN MEDICAL TECHNOLOGY, INC.

By

  
Gordon A. Wong, President

**SCHEDULE A**

**TRADEMARKS**

<u>Mark</u>	<u>Registration No.</u>	<u>Issued</u>	<u>Goods/Services</u>
GENTLE-HALER	U.S. 1,467,162	12/01/87	Therapeutic Use Inhalers Which Accompany a Metered Dosage Canister of Medicine, in Class 10; Principal Register
GENTLE-HALER	California 82503	Renewed - May 9, 1996	

**SCHEDULE B**

**PATENTS**

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
INHALATION DEVICE AND METHOD	U.S. 4,972,830	November 27, 1990
INHALATION DEVICE AND METHOD	E.P.C. 0308524	April 26, 1995
INHALATION DEVICE AND METHOD	Taiwan PI-3058-AM	October 8, 1987
POWDER INHALER WITH AEROSOLIZATION OCCURRING WITHIN EACH INDIVIDUAL POWDER RECEPTACLE	U.S. 5,533,502	July 9, 1996