

12-01-1998

11/17/98

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

REC



100911630

SET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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): SenDx Medical, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State California [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies): Name: Radiometer California, Inc. Internal Address: Street Address: 1945 Palomar Oaks Way City: Carlsbad State: CA ZIP: 92009

[] Individual(s) citizenship: [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other

If assignment 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) and addresses attached? [] Yes [] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: August 20, 1998

4. Application number(s) or patent number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,107,731 1,641,170 Additional numbers attached? [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Andrew P. Bridges Internal Address: Street Address: Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$65.00 [x] Enclosed [] Authorized to be charged to deposit account

If fee insufficient, please charge: 8. Deposit account number: 23-2415 ATTN: 21232-005 (Attach duplicate copy of this page if paying 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. Andrew P. Bridges Signature November 17, 1998 Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 1820 FRAME: 0409

11/27/1998 JMW:KINS 0600055 2107781 4008 482

ASSIGNMENT OF TRADEMARKS

WHEREAS, SenDx Medical, Inc., a California corporation ("Assignor"), owns all right, title and interest in the trademarks/service marks relating to Assignor's business, including, but not limited to, those listed on Schedule A attached hereto, whether registered or not; and

WHEREAS, Radiometer California, Inc., a Delaware corporation ("Assignee"), desires to acquire, pursuant to an Asset Purchase Agreement dated as of August 20, 1998 between Assignor and Assignee ("Agreement"), the entire right, title and interest in, to and under said trademarks/service marks together with the goodwill of the business with which said trademark/service marks are used and which are symbolized by said marks and any and all registrations, specifically including the above registrations, and applications for registration of said marks;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged by said Assignor, said Assignor has, subject to the last paragraph hereof, assigned and by these presents, does hereby sell, transfer, convey and assign unto said Assignee the entire right, title, and interest in and to said marks, all registrations and applications for registration of said marks, including those specifically herein before identified, the right to recover for past infringement of said marks, and the good will of the business in connection with which said marks are used and which are symbolized by said marks;

To have and to hold the same unto Assignee, its successors, legal representatives and assigns, for and during the existence of all trademarks and any and all renewals and extensions thereof absolutely and forever; and Assignor hereby authorizes and requests the appropriate official in the United States, and any official of any country or countries foreign to the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue trademark registrations or similar indicia of trademark, to issue such trademark, registrations for said trademarks to Assignee, its successors, legal representatives and assigns.

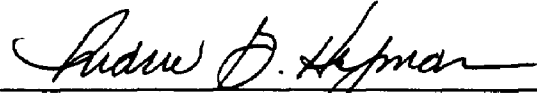
Assignor hereby covenants and agrees that Assignor will communicate to the said Assignee, its successors, legal representatives and assignees, any facts known to Assignor respecting said marks, and at Assignee's sole expense testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do everything reasonably possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said trademarks/service marks in all countries.

Assignor hereby further constitutes and appoints Assignee its true and lawful attorney-in-fact with full power of substitution, in Assignor's name and stead, but for Assignee's benefit, to take any and all steps (including proceeding at law, in equity or otherwise), and to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid trademarks/service marks and causes of action more effectively in Assignee, or to protect the same, or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

All of the provisions of this Assignment of Trademarks shall be subject to and governed by the terms and conditions of the Agreement.

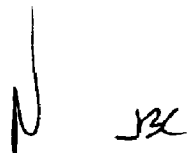
IN WITNESS WHEREOF, this Assignment of Trademarks is executed as of August 20, 1998.

SENDX MEDICAL, INC.



Drew Hofmann, President and
Chief Executive Officer

MM1::ODMA\PCDOCS\SQL2\599658\1



TRADEMARK
REEL: 1820 FRAME: 0411

Schedule A to Assignment of Trademarks

The following trademarks and trademark applications are owned by the Assignor:

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Registration No./Date</u>
STATPAL	Argentina	Pending	App. No. 1880237 Filed: 05/28/93
STATPAL	Australia	Pending	App. No. 602891 Filed: 05/21/93
STATPAL	Brazil	Pending	App. No. 817547851 Filed: 09/22/93
STATPAL	Chile	Pending	App. No. 241514 Filed: 05/27/93
STATPAL	China	Pending	App. No. 93065269 Filed: 08/04/93
STATPAL	Columbia	Registered	152928 02/28/94
STATPAL	Dominican Republic	Registered	58355 08/15/93
STATPAL	France	Registered	92440659 11/05/92
STATPAL	Germany, West	Registered	2059425 11/06/92
STATPAL	Italy	Pending	App. No. RM92C/004322 Filed: 11/27/92
STATPAL	Japan	Pending	App. No. 315306/92 Filed: 11/19/92
STATPAL	United Kingdom	Registered	1517270 10/29/92
STATPAL	United States	Registered	1641170 04/16/91
SENDX 100	United States	Registered	75-021,686

610458.1118194.0013

Received Time Sep.15. 8:47PM

RECORDED: 11/17/1998

TRADEMARK
REEL: 1820 FRAME: 0412