

02-23-1999



100971117

Atty. Docket No.

89216.001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner of Patents and Trademarks  
Box: Assignments  
Washington, D.C. 20231

**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

Dear Sir:

*meo*  
*2-16-99*

Please record the attached original document(s) or copy(ies):

Assignment of Trademarks

1. Submission Type:

- New
- Resubmission (Non-Recordation) - Document ID # \_\_\_\_\_
- Correction of PTO Error - Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document - Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

2. Nature of conveyance:

- Assignment
- Nunc Pro Tunc Assignment
- License
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

*65E*

Effective Date: February 4, 1999

02/19/1999 JSHABAZZ 00000095 890563	
01 FC:481	40.00 OP
02 FC:482	25.00 OP

Attorney Docket No. :  
Applicant :  
Serial No. :

3. Conveying Party

Name: Imagyn Medical Technologies California, Inc.

Formerly: Richard-Allan Medical Industries, Inc.

Execution Date: February 4, 1999

Individual       General Partnership       Limited Partnership  
 Corporation       Association       Other \_\_\_\_\_

Citizen/State of Incorporation/ Organization California

4. Receiving Party:

Name: Aspen Surgical Products, Inc.

DBA/AKA/TA: \_\_\_\_\_

Composed of: \_\_\_\_\_

Address (line 1): P. O. Box 9404

Address (line 2): \_\_\_\_\_

City, State, Zip Code: Wyoming, MI 49509-0404

Individual       General Partnership       Limited Partnership  
 Corporation       Association       Other \_\_\_\_\_

If document is to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.  
*(Designation must be a separate document from Assignment)*

Citizen/State of Incorporation/Organization Michigan

Attorney Docket No. :  
Applicant :  
Serial No. :

5. Domestic Representative Name and Address (Enter for the first Receiving Party only.)

Name: \_\_\_\_\_  
Address (line 1): \_\_\_\_\_  
Address (line 2): \_\_\_\_\_  
Address (line 3): \_\_\_\_\_  
Address (line 4): \_\_\_\_\_

6. Correspondent Name and Address:

Area Code and Telephone Number: 616.831.1770

Barry C. Kane  
800 Calder Plaza Building  
250 Monroe Avenue, N.W.  
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(s) or Registration Number(s):

890,563  
1,485,173

Attorney Docket No. :  
Applicant :  
Serial No. :

9. Total number of properties involved: 2

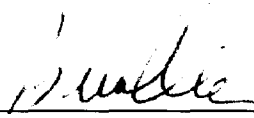
10. Total Fee Amount for the Properties Listed(37 C.F.R. § 3.41) \$ 40.00 + \$ 25.00  
= \$ 65.00  
[ x ] Enclosed  
[ ] Charge Deposit Account No. 50.0223

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: February 9, 1999

By:   
Barry C. Kane  
Reg. No. 32.036

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made and effective as of the 4<sup>th</sup> day of February, 1999, by and between **IMAGYN MEDICAL TECHNOLOGIES CALIFORNIA, INC.**, a California 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 certain trademarks as well as certain applications which have 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 in 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.

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 TECHNOLOGIES CALIFORNIA, INC.

ASPEN SURGICAL PRODUCTS, INC.

By \_\_\_\_\_

By [Signature]

Its \_\_\_\_\_

Its PRESIDENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, to me known to be the \_\_\_\_\_ of Imagyn Medical Technologies California, 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 )  
 ) ss  
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.

[Signature]

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 TECHNOLOGIES  
CALIFORNIA, INC.

ASPEN SURGICAL PRODUCTS, INC.

By [Signature]

By \_\_\_\_\_

Its Senior Vice President

Its \_\_\_\_\_

STATE OF CALIFORNIA)  
  ) ss  
COUNTY OF ORANGE )

Kevin M. Higgins, to me known to be the Senior V.P. of Imagyn Medical Technologies California, Inc., personally appeared before me this 4<sup>th</sup> 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 )  
  ) 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: \_\_\_\_\_

State of CALIFORNIA

County of ORANGE

On February 4, 1999 before me, Lora B. Brown

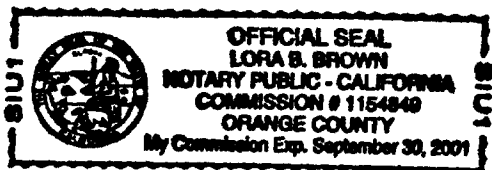
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Kevin M. Higgins, Senior Vice President

NAME(S) OF SIGNER(S)

[X] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence 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.

Lora B. Brown
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- [ ] INDIVIDUAL
[X] CORPORATE OFFICER

TITLE(S)

- [ ] PARTNER(S) [ ] LIMITED
[ ] TRUSTEE(S) [ ] GENERAL
[ ] ATTORNEY-IN-FACT
[ ] GUARDIAN/CONSERVATOR
[ ] OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

Assignment of Trademarks

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)



**TRADEMARK SCHEDULE**

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Serial No.</u>
DISPOS-A-PAK	890,563	May 5, 1970	Sept. 22, 1969	72338,492
MICROHONE	1,485,173	Apr. 19, 1988	Aug. 21, 1987	73679,798

#291059v 89216-001 2/3/99