

MA 3-8-99

03-12-1999

OMB No. 0651-0011 (exp. 4/94)



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copy thereof.

To the Honorable Commissioner of Patents and Trademarks:

1. Name of conveying party(ies):

Osbon Medical Systems, Ltd.

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: November 20, 1998

2. Name and address of receiving party(ies)

Name: Timm Medical Technologies, Inc.

Internal Address: NA

Street Address: 6541 City West Parkway

City: Eden Prairie State: MN ZIP: 55344

- Individual(s), 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

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

A. Trademark Application No.(s)

75/191,829 75/111,900 75/192,271

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: Joshua J. Burke

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

Joshua J. Burke

Name of person Signing

Signature

3-5-99

Date

Total number of pages comprising cover sheet:

1

JLL OK

OMB No. 0651-0011 (exp. 4/94)

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Documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**ASSIGNMENT OF TRADEMARKS  
(Osbon)**

WHEREAS, Osbon Medical Systems, Ltd., a Georgia corporation having its principal place of business at 5 Civic Plaza, Suite 100, Newport Beach, CA 92660 ("Assignor"), has adopted, used and is using the trade names, trademarks, service names, service marks and CE Marks identified on Exhibit A attached hereto (collectively, the "Trademarks");

WHEREAS, Timm Medical Technologies, Inc., a Delaware corporation having its principal place of business at 6541 City West Parkway, Eden Prairie, MN 55344 ("Assignee"), desires to acquire the entire right, title and interest in and to all the Trademarks and any applications and registrations therefor, including the applications and registration identified on the attached Exhibit A; and

WHEREAS, Assignor, Assignee, Imagyn Medical Technologies, Inc. and Dacomed Corporation entered into an Asset Purchase Agreement dated October 7, 1998 (the "Agreement"), pursuant to which Assignee agreed to acquire, and Assignor agreed to sell, certain assets including the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

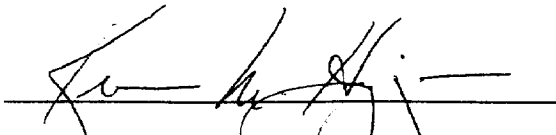
1. Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Trademarks, and any applications and registrations therefor, including the applications and registrations identified on Exhibit A, together with that part of the business associated with the use of and symbolized by the Trademarks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made. Assignor further sells, assigns, transfers and conveys its entire right, title and interest in and to all causes of action and the right to recover for the past infringement of the Trademarks.

2. Assignor hereby warrants and represents that it has not entered into any assignments, contracts or understandings with third parties in conflict herewith.

3. The terms, covenants and provisions of this assignment are binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed this assignment effective as of the 20<sup>th</sup> day of November, 1998.

OSBON MEDICAL SYSTEMS, LTD.

  
By: KEVIN M. HAWKINS  
Its: SENIOR VICE PRESIDENT

**Exhibit A**

**Mark**

**Serial Number**

ESTEEM and Design

75/191829

ESTEEM and Design

75/192271

MISCELLANEOUS DESIGN

75/111900