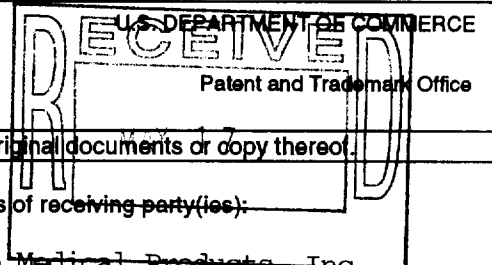


05-25-1999



VER SHEET
KS ONLY



To the Honorable Com... 101043306

use record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sensor Devices, Inc.

MRD
5-17-99

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

Additional name(s) and addresses attached? Yes No

3. Nature of Conveyance:

22

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

Execution date: 1/22/99

2. Name and address of receiving party(ies):

Name: Aristo Medical Products, Inc.

Internal Address:

Street Address: 12525 Chadron Avenue

City: Hawthorne State: CA Zip: 90250

- 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) and addresses attached? Yes No

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

2,089,865; 2,095,882; 2,127,744

tm

Additional numbers attached? Yes No

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

Name: D'Alessandro & Ritchie

Internal Address:

Street Address: P.O. Box 640640

City: San Jose State: CA Zip: 95164-0640

6. Total number of applications and registrations involved:

3

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

04-0025

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/21/1999 HTMA11 00000032 040025 2009065

01 FC:981 Statement and signature. 40.00 OP

02 FC:487 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.

Marc S. Hanish

5/13/99

Name of person signing
Reg. No. 42,626

Signature

Date

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

3

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

TRADEMARK
REEL: 001900 FRAME: 0748

TRADEMARK ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, Sensor Devices, Inc., a corporation organized and existing under the laws of the State of Wisconsin, having its place of business at 1801-A Airport Road, Waukesha, Wisconsin 53188 (the "Assignor"), on behalf of itself, does hereby sell, assign and transfer to Aristo Medical Products, Inc., a corporation organized and existing under the laws of the State of California, having its place of business at 12525 Chadron Avenue, Hawthorne, California 90250 (the "Assignee"), its successors and assigns, the entire right, title and interest of the Assignor, in and to all trademarks, trade names, service marks, brand names, logos, insignias and designs, together with all applications therefore, and the goodwill related thereto, and including, without limitation, the marks listed in Exhibit A hereto, and all derivatives thereof, relating to or used in connection with the Business (the "Trademarks"), and all rights of the Assignor, including common law rights, in the Trademarks, and all rights to sue for and obtain damages, injunctive relief and attorneys' fees for all past infringements with respect thereto and for all claims and causes of action heretofore accrued or hereafter accruing for misappropriation, infringement or other violation of proprietary or other rights in the Trademarks and all registrations or applications relating thereto and all renewals and extensions of such registrations. All capitalized terms not defined herein shall have meanings ascribed to them in that certain Asset Purchase Agreement of even date hereof between the Assignor and the Assignee.

Assignor represents and warrants that it has adopted, used, is using and is the sole owner of all rights in and to the Trademarks; and that it has not licensed any rights in the Trademarks to another person or entity.

IN WITNESS WHEREOF, the Assignor has caused this agreement to be signed by its duly authorized representative this 22nd day of January, 1999.

Sensor Devices, Inc.

By Terry Willkom
Name: Terry Willkom
Title: V.P.

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

On this 22nd day of January, 1999, before me, Susan A. Gordon
~~Terry Willkom Esq~~
a Notary Public, personally appeared Terry Willkom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Susan A. Gordon
NOTARY PUBLIC

My commission expires Nov. 22, 2000.

[SEAL]

EXHIBIT A

Mark: ARISTO®
Registration No.: 2,089,865

Mark: ESOX®
Registration No.: 2,095,882

Mark: CP Lock®
Registration No.: 2,127,744