

08-20-1999

RECC



SHEET

101121948

To the Honorable Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Dexterity Incorporated

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

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

3. Nature of conveyance: 8-18-99

Assignment                       Merger

Security Agreement     Change of Name

Other \_\_\_\_\_

Execution Date: March 18, 1999

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

Name: LifeQuest Medical, Inc.

Street Address: 12961 Park Central  
Suite 1300

City: San Antonio State: Texas Zip: 78216

Individual(s) citizenship \_\_\_\_\_  
 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 patent number(s): see below  
If this document is being filed together with a new application, the execution date of the application is: n/a

A. Trademark Application No.(s): 75/578,227

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: David H. Tannenbaum

Internal Address: Fulbright & Jaworski L.L.P.

Street Address: 2200 Ross Avenue, Suite 2800

City: Dallas

State: Texas Zip: 75201

6. Total number of applications and registrations involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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


08/20/1999 MTHAI1 00000117 75578227

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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.*

Michael A. Papalas                                            16 August 1999  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 6

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

## ASSIGNMENT

This ASSIGNMENT, dated effective March 18, 1999, is entered into by and between LifeQuest Medical, Inc., a Delaware corporation ("Purchaser"), and Dexterity Incorporated, a Delaware corporation ("Seller"). Capitalized terms used in this Assignment will have the meanings set forth in the Merger Agreement (as hereinafter defined).

### WITNESSETH:

WHEREAS Purchaser and Seller have entered into a Plan of Merger and Acquisition Agreement (the "Merger Agreement") dated effective December 18, 1998, pursuant to which Purchaser has assumed all right, title and interest in and to Seller's existing rights in certain Intellectual Property as set forth in that Merger Agreement; and

WHEREAS Seller desires to fully enable said assumption by Purchaser by executing this assignment document ("Assignment");

NOW, therefore, for this and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

#### 1. ASSIGNMENT

1.1. Seller hereby assigns, transfers, grants, assigns, and relinquishes exclusively to Purchaser, in perpetuity, all of Seller's right, title, and interest in and to Intellectual Property, whether tangible or intangible, and specifically including (without limitation) the following:

- (a) all of Seller's patents and applications therefor, further including, but not limited to, all divisions, reissues, substitutions, reexaminations, continuations, continuations-in-part and extensions thereof, and

(b) all of Seller's inventions, whether or not patentable, further including, but not limited to, all new developments and inventions, as well as all improvements on prior inventions regardless of prior inventorship; and

(c) all of Seller's know-how and work product, regardless of form and whether tangible or intangible, further including, but not limited to, invention and laboratory notebooks, source code and object code, system design, system specifications, flow charts, test data, records and journals; blueprints, drawings and photographs; research and engineering reports, including any models or other hardware; licensing, marketing or development analysis; and customer or prospective customer lists; and

(d) all of Seller's copyright interests regardless of actual or potential registrability, and including moral rights, rights of publication and rights of attribution and integrity; and

(e) all of Seller's trademark or service mark interests, together with all of the goodwill of the business associated therewith and represented thereby; and

(f) all of Seller's trade secrets; and

(g) all of Seller's other intellectual property and other proprietary interests, whether or not identifiable as of the date of execution hereof, relating to, or used in connection with, the Assets or the operation of the business of Seller now or at any time in the future.

1.2 Seller hereby assigns, transfers, and conveys to Purchaser its rights, interests, entitlements and obligations in and to all Contracts.

## 2. FURTHER ASSURANCES

Seller shall execute and deliver such further conveyance instruments and take such further actions as Purchaser may deem necessary or desirable to implement any of the foregoing assignment provisions, or any related provision in the Agreement.

## 3. ACKNOWLEDGMENT OF RIGHTS

In furtherance of this Assignment, Seller hereby acknowledges that, from and after the effective date of this Assignment, Purchaser has acceded to all of Seller's right, title, and standing to:

(a) Receive all rights and benefits pertaining to Intellectual Property and to the Contracts.

(b) Institute and prosecute all suits and proceedings and take all actions that Purchaser, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim of any kind relating to any right, title or interest assigned hereunder.

(c) Defend and compromise any and all such action, suits, or proceedings relating to any right, title, interest assigned hereunder, and perform all other such acts in relation thereto as Purchaser, in its sole discretion, deems advisable.


(d) Register, maintain, renew or otherwise apply for new or continuing statutory protection for Intellectual Property, including (without limitation) patent, copyright and trademark protection.

4. WAIVER


Seller hereby waives any and all rights which Seller may have to any utilization of the Intellectual Property by Purchaser, including but not limited to, all moral rights or rights of attribution and integrity which Seller may have to the reproduction of any of the Intellectual Property, to the preparation of any derivative work based upon one or more of the Intellectual Property, to the distribution of copies of any of the Intellectual Property to the public, to the public display of any of the Intellectual Property, and to any advertising copy of any of the Intellectual Property which may be utilized. Seller hereby waives any right of publicity which Seller may have, or which may arise, as a result of or in conjunction with Purchaser's utilization of the Intellectual Property.

Executed effective as of the date first set forth above.

**DEXTERITY INCORPORATED**

By:   
Christopher K. Black  
President

**LIFEQUEST MEDICAL, INC.**

By:   
Richard A. Woodfield  
President

THE STATE OF PENNSYLVANIA

COUNTY OF Philadelphia

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This instrument was acknowledged before me on the 2nd day of March, 1999 by Christopher K. Black, President of Dexterity Incorporated, a Delaware corporation, on behalf of said corporation.

(SEAL)

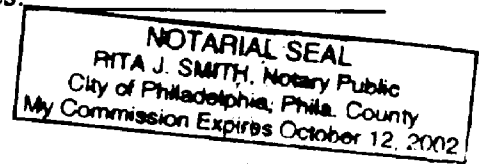
Rita J. Smith

Notary Public in and for  
the State of Pennsylvania

RITA J. SMITH

(Printed Name of Notary)

My commission expires: \_\_\_\_\_



THE STATE OF PENNSYLVANIA

COUNTY OF Philadelphia

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This instrument was acknowledged before me on the 2nd day of March, 1999 by Richard A. Woodfield, LifeQuest Medical, Inc., a Delaware corporation, on behalf of said corporation.

(SEAL)

Rita J. Smith

Notary Public in and for  
the State of Pennsylvania

RITA J. SMITH

(Printed Name of Notary)

My commission expires: \_\_\_\_\_

