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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

U.S. Patent & TMO Form Mail Rpt Dt. #57



To the Honorable Commissioner of Patents and

101338583

Documents or copy thereof.

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

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

Name: Quest Medical, Inc.

Internal Address:

Street Address: 201 Allentown Parkway

City: Allen State: TX Zip: 75002Country: USA

- Individual
- General Partnership
- Corporation-State Florida
- Association
- Limited Partnership
- Other

- Individual(s) Citizenship: U.S.A.
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State Texas
- Other:

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - Stock Purchase and Sale Agreement
- Merger
- Change of Name

(Designations must be a separate document from Assignment)

Execution Date: February 01, 1995

Additional name(s) & address(es) attached?  Yes  No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,829,317 for the mark "QUATTRODE" registered April 5, 1994

Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: 1

Name: Steven P. Rhines, Esq.  
Internal Address: Sidley & Austin  
Street Address: 717 North Harwood St., Suite 3400  
City: Dallas State: TX ZIP: 75201

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 18-1260

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

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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.

Steven P. Rhines, Esq.  
Name of Person Signing

*Steven P. Rhines* [Signature]

April 5, 2000  
Date

Total number of pages comprising cover sheet 10

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TRADEMARK  
REEL: 002061 FRAME: 0001

**AGREEMENT FOR THE PURCHASE AND SALE**

**OF ALL OF THE**

**ISSUED CAPITAL STOCK**

**OF NEUROMED, INC.**

**DATED**

**FEBRUARY 10, 1995**

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LIST OF EXHIBITS

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| Exhibit A | Non Competition Agreement     |
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| Exhibit D | Consulting Agreement          |

## STOCK PURCHASE AND SALE AGREEMENT

AGREEMENT, dated the 10th of February, 1995, (the "Agreement"), by and among Quest Medical, Inc., a corporation organized and existing under the laws of Texas, with its principal office located at 201 Allentown Parkway, Allen, Texas 75002 ("Purchaser") and Mr. William Borkan, an individual ("Seller").

### W I T N E S S E T H:

WHEREAS, Seller owns or controls all of the issued and outstanding capital stock of Neuromed, Inc., a corporation organized and existing under the laws of Florida, with its principal office located at 5000A Oakes Road, Fort Lauderdale, Florida 33314 (the "Company");

WHEREAS, Seller desires to sell or cause to be sold all of the Shares to Purchaser and Purchaser desires to purchase such Shares upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, Purchaser and Seller hereby agree as follows:

2.19 Intellectual Property. (a) Schedule 2.19 hereto sets forth (i) a list of each patent, patent application, copyright, copyright application, trademark, trademark registration (in any such case, whether registered or to be registered in the United States of America or elsewhere) applied for, issued to, owned by or otherwise used by the Company (collectively the "Intellectual Property") and (ii) a list of all licenses and similar agreements or arrangements to which the Company is a party, either as licensee or licensor for each such item of Intellectual Property (a "License").



Intellectual Property

Patents: List of Patents and Patent Applications

1. United States Patent, Number 4,793,353, dated December 27, 1988, granted to William N. Borkan, regarding a non-invasive multiprogrammable tissue stimulator and method.
2. United States Patent, Number 4,459,989, dated July 17, 1984, granted to William N. Borkan and assigned to Neuromed, regarding a non-invasive multiprogrammable tissue stimulator and methods for use.
3. United States Patent, Number 4,379,462, dated April 12, 1983, granted to William N. Borkan, Frank M. Savino and Joseph M. Waltz and assigned to Neuromed, regarding a multi-electrode catheter assembly for spinal cord stimulation.
4. United States Patent, Number 4,612,934, dated September 23, 1986, granted to William N. Borkan regarding an electronic tissue stimulator system.
5. European Patent, Number 0072611, dated December 30, 1986, granted to William N. Borkan and assigned to Neuromed Inc., regarding a partially implanted multi-programmable tissue stimulator.
6. Italian Patent, Number IT0072611, based on European Patent Number 0072611, granted to William N. Borkan and assigned to Neuromed Inc., regarding a partially implanted multi-programmable tissue stimulator.
7. Swedish Patent, Number SW0072611, based on European patent Number 0072611, granted to William N. Borkan and assigned to Neuromed Inc., regarding a partially implanted multi-programmable tissue stimulator.
8. French Patent, Number Fr. 0072611, granted to William H. Borkan and assigned to Neuromed Inc., regarding a partially implanted multi-programmable tissue stimulator.

Mark: TIME+ and Design  
Reg. No. 1,833,754  
Registered: May 3, 1994  
For: Multiprogrammable stimulator implant for medical therapeutic use

Mark: QUATTRODE  
Reg. No. 1,829,317  
Registered: April 5, 1994  
For: Multiprogrammable neurostimulator implant and leads for medical therapeutic use

Mark: CERVITRODE  
Reg. No. 1,840,431  
Registered: June 21, 1994  
For: Leads for use with implantable neurostimulator devices

#### Trademark Applications

Mark: PERITRODE  
Reg. No. 74/443,154  
Filed: October 1, 1993  
For: Leads for use with implantable neurostimulator devices

Mark: DYNAMIC PATTERN STIMULATION  
Filed: October 4, 1994  
For: Medical neurostimulation apparatus; namely, implantable receivers, leads and transmitters

Mark: PAINDOC  
Filed: August 22, 1994  
For: Computer software for use in the medical field

Mark: COMPUSTIM  
Filed: October 18, 1994  
For: Medical neurostimulation apparatus; namely, implantable receivers, leads and transmitters

#### Copyrights