FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) M&G <u>11945.6US01</u>

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record  1. Name of conveying party(ies):	the attached original documents or copy thereof.  2. Name and address of receiving party(ies);	
Dacomed Corporation	Timm Medical Technologies, Inc. 6541 City West Parkway Eden Prairie, MN 55344	
Individuals Association General Partnership Limited Partnership Corporation-State of Minnesota Other:		
Additional name(s) of conveying party(ics) attached?   Yes  No		
3. Nature of conveyance:  Assignment	Individual(s) citizenship General Partnership Corporation-State of Delaware Other:  Individual(s) citizenship Limited Partnership	
Execution Date: November 20, 1998	If assignee is not domiciled in the United States, a domestic representative designation is attached:  [ Yes  No  (Designations must be separate document from Assignment)	
	Additional name(s) & address(es) attached?   Yes  No	
4. Application number(s) or trademark number(s):		
A. Trademark Application No.(s)/ Mark(s)	B. Trademark Reg. No.(s)/Mark(s)	
	1,571,728 (C3 - Stylized)	
Additional numbers attached?   Yes  No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael D. Schumann Address: MERCHANT & GOULD P.C. P.O. Box 2910 Minncapolis, MN 55402-0910	6. Total number of applications and trademarks involved: 1  7. Total fee (37 CFR 3.41): \$40.00  Enclosed  Authorized to be charged to deposit account  8. Please charge any additional fees or credit any	
And the second s	overpayments to our Deposit account number: 13-2725	
DO NOT USE THIS SPACE		
9. Statement and signature:	- Control of the Cont	
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 D. Schumann	November 28, 2000	
Name of Person Signing	Signature Date	
	Total number of pages including cover sheet, attachments, and document: $\underline{3}$	
Do not detach this portion		
Mail documents to be recorded with required cover sheet information to:  Commissioner for Patents and Trademarks  Box Assignments  Washington, D.C. 2023		
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. Fazent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 2023 (June) to the		

TRADEMARK REEL: 002153 FRAME: 0716

Office of Management and Budget, Paperwork Reduction Project (9651-9011), Washington, D.C. 20503

## ASSIGNMENT OF TRADEMARKS (Dacomed)

WHEREAS, Dacomed Corporation, a Minnesota 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 Osbon Medical Systems, Ltd. 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,

- 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.
- Assignor hereby warrants and represents that it has not entered into any assignments, contracts or understandings with third parties in conflict herewith.
- 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 as of the Whday of November, 1998.

DACOMED CORPORATION

TRADEMARK REEL: 002153 FRAME: 0717

## Exhibit A

## United States Registered Trademarks owned by: Dacomed Corporation

Registration No.	<u>Ref.</u>
1,275,983	514
1,320,535	515
1,368,804	516
1,375,193	517
1,510,016	521
1,571,728	520
	1,275,983 1,320,535 1,368,804 1,375,193 1,510,016

Unregistered Trademark owned by: Dacomed Corporation

<u>Mark</u> DURA-N

SchaduleC0628798JAK

**TRADEMARK REEL: 002153 FRAME: 0718**