

12-06-2000



101542262

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-14-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

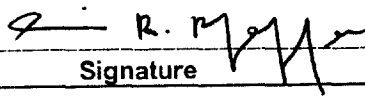
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Eric R. Pfeffer, Esq.



11/8/00

Name of Person Signing

Signature

Date Signed

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Bill of Sale"), executed on the 30th day of August, 1999, is being executed and delivered by MEDITEX/ADLER J.V., a Delaware general partnership, ("SELLER") pursuant to that certain Asset Purchase Agreement dated July 15, 1999 by and between SELLER and MEDTEXX PARTNERS, INC., a Florida corporation ("BUYER") (the "Purchase Agreement"). All capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, SELLER hereby sells, conveys, transfers, assigns and delivers to BUYER the Transferred Assets.

"Transferred Assets" means *all of SELLER's right, title and interest* of any kind or nature whatsoever in (a) the customer list served by the Connecticut office of SELLER, (b) the computer data base for the Connecticut office of SELLER, (c) SELLER's interest in the names "Ambiderm," "Ambiderm the Original Rainbow Pastel Latex Exam Gloves," "Ambiderm USA," and "Ambiderm Arctic White," and (d) the assets and properties described on Exhibit "A" to this Bill of Sale.

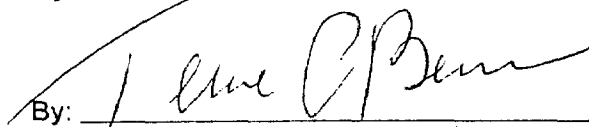
SELLER warrants that the Transferred Assets are free and clear of all mortgages, guaranties, judgments, executions, liens, pledges, security interests, charges, claims, undisclosed restrictions and encumbrances of any nature whatsoever. SELLER covenants to PURCHASER that SELLER is the lawful owner of the Transferred Assets, and that SELLER has good title to the Transferred Assets.

SELLER hereby covenants that SELLER will, at no cost or liability to SELLER, at any time and from time to time upon written request therefor, execute and deliver to PURCHASER, PURCHASER's successors, nominees, or assigns, such documents as PURCHASER or they may reasonably request in order to confirm the foregoing transfer to PURCHASER of all of SELLER's right, title, and interest in and to all of the Transferred Assets.

IN WITNESS WHEREOF, this Bill of Sale is EFFECTIVE for all purposes as of the close of business on August 30th, 1999.

WITNESSES:

SELLER: MEDITEX/ADLER J.V.,
a Delaware general partnership
By: Adler Industries, Inc., general partner

By: 
Printed Name: TERENCE A BERMAN
Title: CEO + Trustee
Date: 3/3/00

WITNESSES:

PURCHASER: MEDTEXX PARTNERS, INC.,
a Florida corporation

By: _____
Printed Name: _____
Title: _____
Date: _____