



TO THE ASSISTANT COMMISSIONER OF P.

101560968

Attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Advance Metal Components, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: CALIFORNIA
- Other:

Additional name(s) of conveying party(ies) attached?

Yes No

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

Name: Aerofit Products, Inc.

Internal Address:

Street Address: 6460 Dale Street

City: Buena Park State: CA ZIP: 90621-3115

- Individual
- 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 address(es) attached?

Yes No

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) October 10, 2000

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

a. Trademark Application No(s):

b. Trademark Registration No(s):
929,424; 1,309,629; 1,657,145

Additional numbers attached? Yes No

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

Name: Gordon H. Olson
 KNOBBE, MARTENS, OLSON & BEAR, LLP
 Customer No. 20,995
 Internal Address: Sixteenth Floor
 Street Address: 620 Newport Center Drive
 City: Newport Beach State: CA ZIP: 92660
 Attorney's Docket No.: AEROFIT.006T/007T/008T

7. Total fee (37 CFR 3.41): \$90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 3

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.

Gordon H. Olson
Name of Person Signing

Gordon H. Olson
Signature

11/30/00
Date

Total number of pages including cover sheet, attachments and document: 7

Mail documents to be recorded with required cover sheet information to:

12/21/2000 DNGUYEN 00000363 929424

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

H:\DOC\SLB\LBH-2212.DOC\111300

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 29th day of JANUARY, 1999, by and between **Advanced Metal Components, Inc.**, a California corporation having a place of business at 1374 Willow Road, Menlo Park, CA 94025 (hereinafter referred to as "ASSIGNOR"), and **Aerofit Products, Inc.**, a California corporation having a place of business at 8531 Whitaker Street, Buena Park, CA 90621 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Registrations worldwide whether used by ASSIGNOR or any of its licensees; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Registrations worldwide whether used by ASSIGNOR or any of its licensees;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

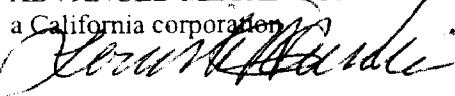
- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations set forth in Schedule B; and
- (3) the Registrations set forth in Schedule C;

together with the goodwill symbolized by said Trademark and Registrations whether said Trademark are used by ASSIGNOR or any of its licensees, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at CARLSBAD, CA, this 10TH day of OCTOBER, 1999²⁰⁰⁰.

(City & State)

ADVANCED METAL COMPONENTS, INC.
a California corporation


By: LOUIS A. WINOSKI
Printed Name:

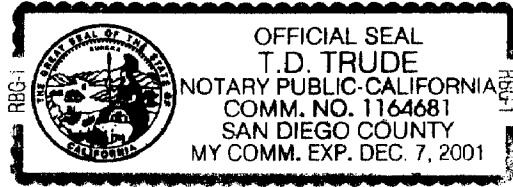
On 10-10-2000 before me, T.D. Trude, personally appeared Louis A. Winoski only (assignor) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

T.D. Trude
Signature

STATE OF California)
COUNTY OF San Diego) ss.



Executed at _____, this _____ day of _____, 199__
(City & State)

AEROFIT PRODUCTS, INC.
a California corporation

By: _____
Printed Name:

On _____, before me, _____, personally appeared _____ (assignee) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Signature

STATE OF)
COUNTY OF) ss.

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A:

Mark: CRYOFIT
CRYOWELD
CRYOLIVE

SCHEDULE B:

Federal Trademark Registration(s):

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
CRYOFIT	929,424	February 22, 1972	6
CRYOWELD	1,309,629	December 18, 1984	6
CRYOLIVE	1,657,145	September 17, 1991	6

SCHEDULE C - Foreign Trademark Registrations:

<u>Mark:</u>	<u>Country:</u>	<u>Reg. No.:</u>	<u>Reg. Date:</u>	<u>Class:</u>
CRYOWELD	Finland	99252	Aug. 20, 1987	6
CRYOWELD	Sweden	209263	Feb. 26, 1988	6
CRYOWELD	Denmark	574/90	Feb. 9, 1990	6
CRYOWELD	Great Britain	1253328	Oct. 30, 1996	6
CRYOWELD	Benelux	413694	Nov. 6, 1985	6
CRYOWELD	France	1330027	Nov. 6, 1985	6
CRYOWELD	Italy	448460	Nov. 13, 1985	6
CRYOWELD	Norway	128869	May 27, 1987	6

SCHEDULE C - cont.-

CRYOLIVE	France	1329064	Oct. 31, 1995	6
CRYOLIVE	Germany	1098445	Nov. 5, 1995	6
CRYOLIVE	Great Britain	1253312	Oct. 29, 1996	6
CRYOFIT	Benelux	10210	Jan. 27, 1989	6
CRYOFIT	Mexico	368389	Mar. 30, 1989	13
CRYOFIT	Nigeria	33026	May 31, 1989	6
CRYOFIT	Germany	876781	Dec. 15, 1989	6
CRYOFIT	France	1570753	Jan. 17, 1990	6
CRYOFIT	Italy	581679	Feb. 27, 1990	6
CRYOFIT	Japan	961123	Jan. 28, 1992	9
CRYOFIT	Canada	185944	Oct. 6, 1992	*
CRYOFIT	Great Britain	951812	Dec. 1, 1994	6
CRYOFIT	Australia	B234973	Dec. 15, 1994	6
CRYOFIT	Israel	62496	Dec. 31, 1996	6
CRYOFIT	Argentina	1124700	Apr. 1, 1985	17
CRYOFIT	Austria	112191	Apr. 4, 1986	6
CRYOFIT	Brazil	811987264	Sept. 23, 1986	19
CRYOFIT	South Korea	123133	Oct. 27, 1985	38
AMCI	Israel	93885	Jul. 27, 1987	6

SCHEDULE C - cont.-

AMCI	Benelux	557433	Jul. 20, 1994	6
AMCI	Germany	2912757	Jul. 31, 1994	6
AMCI	France	94534818	Aug. 30, 1994	6
AMCI	Great Britain	2001281	Nov. 4, 1994	6
AMCI	Canada	491,507	Mar. 17, 1998	6
AMCI & Design	Great Britain	1574956	Jun. 11, 1991	6
AMCI & Design	Israel	93884	Jul. 27, 1987	6
AMCI & Design	Benelux	557431	Jul. 6, 1994	6
AMCI & Design	Germany	2912758	Jul. 31, 1994	6
AMCI & Design	France	94534817	Aug. 30, 1994	6
AMCI & Word	Japan	3252511	Jan. 31, 1997	6
AMCI & Design	Canada	491,505	Mar. 17, 1998	6

Trademark Assignment
-TM Reg. Nos. 929,424; 1,309,629;-
1,657,145. Page 7 of 7.

KNOBBE, MARTENS, OLSON & BEAR, LLP
620 NEWPORT CENTER DR., STE 1600
NEWPORT BEACH, CA 92660