

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Maxxim Medical, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Henley Healthcare, Inc.

Internal Address: d/b/a Henley International, Inc.

Street Address: 120 Industrial Blvd.

City: Sugar Land State: TX Zip: 77478

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Texas
- 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

3. Nature of conveyance:

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

Execution Date: April 19, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,468,033

Additional number(s) attached Yes No

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

Name: Philip T. Golden

Internal Address: _____

Locke Liddell & Sapp LLP

Street Address: 600 Travis, Suite 3400

City: Houston State: TX Zip: 77002

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:

12-1322

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

DO NOT USE THIS SPACE

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.

PHILIP T. GOLDEN
Name of Person Signing


Signature

May 17, 2001
Date

Total number of pages including cover sheet, attachments, and document: 3

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

APR-04-01 16:50 From:

ASSIGNMENT

WHEREAS, ^{Inc.}Maxxim Medical Corporation ("Assignor"), a Delaware corporation whose address is 10300 49th Street North, Clearwater, Florida 33762, is the owner of the entire right, title and interest in and to the following trademark registration:

Trademark	Registration No.	Registration Date
IELTRODE	1,468,033	04/26/1988

and

WHEREAS, Henley Healthcare, Inc., d/b/a Henley International, Inc. ("Assignee"), a Texas corporation whose address is 120 Industrial Boulevard, Sugar Land, Texas 77478, is desirous of acquiring the entire right, title and interest in and to the above-identified trademark registration and any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to Assignor in hand paid by Assignee, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, all right, title and interest in and to the above-identified trademark registration (the "Assigned Trademark") and renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

And Assignor further hereby covenants and agrees that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said Assigned Trademark, to Assignee, its successors, assigns or other legal representatives, shall sign all papers, make all rightful oaths and do all lawful acts requisite for such action, without further compensation but at the expense of said Assignee, its successors, or other legal representatives.

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And Assignor does further covenant and agree that it will, at any time upon request, communicate to Assignee, its successors, assigns or other legal representatives, such facts relating to the Assigned Trademark or the file history thereof as may be known to it, and testify as to the same in any interference or other litigation when requested to do so, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

EXECUTED this 19 day of April, 2001.

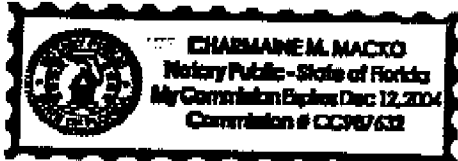
Maxxim Medical ^{Inc.} Corporation

By: [Signature]
Name: MARK S. SELLERS
Title: VICE CHAIRMAN : CFO

STATE OF Florida §
COUNTY OF Pinellas §
§

BEFORE ME, the undersigned authority, on this day personally appeared Mark S. Sellers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that he executed the same as the act and deed of Maxxim Medical Corporation, as Vice Chairman thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 19 day of April, 2001.



[Signature]
Notary Public in and for
the State of Florida