

04-19-2001

No.2258.59-00-01



101680361

FORM PTO-1594 U.S. DEPARTMENT OF COMMERCE
1/31/92 Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4-201

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

1. Name of conveying party(ies):

Stadodyn, Inc.
Formerly Staodynamics, Inc.

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

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

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

Rehabilitare, Inc.
1811 Old Highway 8
New Brighton, MN 55112

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: Nunc Pro Tunc Assignment
EFFECTIVE DATE 03/18/98

If assignee is not domiciled in the United States
a domestic representative designation is attached:

Yes No

(Designation must be a separate document from
Assignment)

Execution Date(s): March 30, 2001

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1228355 1405678 1540336
1554555 2107320 2107321

Additional numbers attached? Yes No

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

Customer No. 24113
T. Michael Davis, Esq.
Patterson, Thuente, Skaar & Christensen, P.A.
4800 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

(612) 349-5756

6. Total number of applications and
registrations involved: 6

7. Total fee (37 CFR 3.41): \$165.00

Enclosed
 Authorized to charge additional fees to
deposit account

8. Deposit Account Number: 16-0631
(Attach duplicate copy of this page if
paying by deposit account)

4/19/2001 ENROLLER 0000016: 1000000

FC:461 40.00 DP
FC:462 125.00 DP

DO NOT USE THIS SPACE

165E

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.

T. Michael Davis, Esq.
Name of Person Signing

Signature

March 30, 2001
Date

Total number of pages comprising cover sheet: 1

**NUNC PRO TUNC
ASSIGNMENT OF TRADEMARKS**

THIS NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS, effective March 18, 1998, from STAODYN, INC. (formerly Staodynamics, Inc.), a Delaware Corporation one hundred percent wholly owned by the Assignee, said Assignor having a previous business address at 1225 Ken Pratt Boulevard (formerly Florida Avenue), Longmont Colorado 80502 with a present business address at 1811 Old Highway 8, New Brighton, MN 55112, (hereinafter "Assignor") is made to and in favor of REHABILICARE, INC., a Minnesota Corporation with an address at 1811 Old Highway 8, New Brighton, Minnesota 55112 (hereinafter "Assignee");

WHEREAS, Assignor has adopted, owns and is using the trademarks/service marks identified in "SCHEDULE A" attached hereto (collectively, the "Marks");

WHEREAS, pursuant to this Nunc Pro Tunc Assignment (hereinafter the "Assignment") effective March 18, 1998 among Assignor and Assignee, Assignee has acquired all right, title and interest in and to the Marks, all registrations thereof, applications therefor and rights associated therewith; and

WHEREAS, the Marks are being assigned from Assignor to Assignee as part of the business described in the Agreement, a portion of which includes the business indicated and symbolized by the Marks.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Assignor does hereby assign and transfer to Assignee all of its right, title and interest in and to the Marks, all registrations thereof, applications therefor and rights associated therewith, together with the goodwill of the business indicated and symbolized by the Marks, along with the right to recover damages and profits for past infringements thereof.

2. Assignor further covenants and agrees with Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor.

3. Assignor hereby grants the firm of Patterson, Thuente, Skaar & Christensen, P.A., Minneapolis, Minnesota, the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, Assignor has, by its duly authorized representative, executed this Nunc Pro Tunc Trademark Assignment as of this ____ day of March, 2001.

STAODYN, INC.

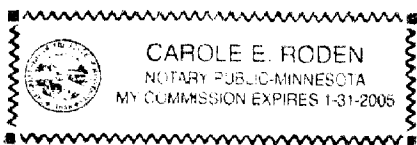
By: David B. Kaysen
Its: President & CEO

STATE OF MINNESOTA)
) ss:
COUNTY OF RAMSEY)

On March 23, 2001, before me, a Notary Public, appeared David B. Kaysen personally known to me to be the President of Staodyn, Inc., and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, Staodyn, Inc., upon behalf of which he acted, executed this instrument.

SUBSCRIBED AND SWORN TO BEFORE ME

WITNESS my hand and official seal



Signature of Notary: Carole E. Roden
Commission Expires: Jan. 31, 2005

**SCHEDULE A
TO
NUNC PRO TUNC
ASSIGNMENT OF TRADEMARKS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Jurisdiction</u>
STAOODERM	1,228,355	02/22/83	U.S.
DERMA/PULSE	1,405,678	08/19/86	U.S.
NUWAVE	1,540,336	05/23/89	U.S.
MAXIMA	1,554,555	09/05/89	U.S.
SPORTX (Stylized)	2,107,320	10/21/97	U.S.
SPORTX	2,107,321	10/21/97	U.S.