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To the Honorable Commissioner of Patent:

101733541

original documents or copy thereof.

1. Name of conveying party(ies):

DEL MAR AVIONICS, INC.

S-18-01

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

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

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

Name: DEL MAR MEDICAL SYSTEMS, LLC

Internal Address: LEGAL OFFICE

Street Address: 1621 Alton Parkway

City: State: Zip: Irvine, CA 92606-4801

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

Other Limited Liability Company

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
- Security Agreement
- Other "BILL OF SALE"
- Merger
- Change of Name

Execution Date: 29 September 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,624,654 Issued 27 Nov. 90

Additional numbers attached? Yes No

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

Name: W. D. ENGLISH, ESQ.

Internal Address: LEGAL DEPARTMENT

Street Address: 1601 Alton Parkway

City: Irvine State: California Zip: 92606-4801



06-18-2001

U.S. Patent & TMO/TM Mail Rcpt Dt #11

6. Total number of applications and registrations involved:

One (1)

7. Total fee (37 CFR 3.41):...\$40,00...\$

- Enclosed
- Authorized to be charged to deposit account

8. Charge any excess or credit any refund to deposit account number:

(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.

W. D. English, Esq.
Name of Person Signing

X
Signature

Date 16 May 2001

Total number of pages comprising cover sheet:

(1)

UN

ASSET PURCHASE AGREEMENT

By and Between

DEL MAR AVIONICS, INC.

(Seller)

and

DEL MAR MEDICAL SYSTEMS, LLC

(Buyer)

Executed: 22 September 1999

BILL OF SALE


This Bill of Sale, dated as of September 29, 1999, is delivered pursuant to that certain Asset Purchase Agreement (the "Agreement") dated as of September 22, 1999, by and between Del Mar Avionics, Inc., a California corporation ("Seller") and Del Mar Medical Systems, LLC, a California limited liability company, providing for the purchase by Buyer of substantially all of the assets of the Business of Seller. All capitalized terms used herein shall have the meanings set forth in the Agreement.

For value received, Seller hereby sells, assigns and transfers to Buyer and its successors and assigns all of the Purchased Assets as defined in Section 1.1 of the Agreement.

Seller hereby represents and warrants to Buyer that Seller is the lawful owner of the Purchased Assets and that it has the right to sell the same to Buyer free and clear of all encumbrances or liens of any nature whatsoever. Seller does hereby agree from time to time at the request of Buyer, and without further consideration, to execute, acknowledge and deliver such further instruments of transfer, assignments, bills of sale and conveyances, and to take such other actions as Buyer may reasonably request in order to more effectively convey and transfer to and vest in Buyer the Purchased Assets hereby sold, conveyed and assigned.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale in Irvine, California, effective as of the date first written above.

DEL MAR AVIONICS, INC.

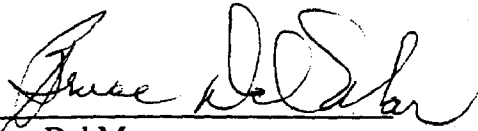
By: 
Bruce Del Mar,
President

Portion of
Section 1.1


(e) Intellectual Property. The intellectual property set forth below to the extent it is owned or licensed by Seller and used in the Business: (i) all trade secrets and confidential business information (including customer and supplier lists, ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, pricing and cost information, and business and marketing plans and proposals); (ii) all trademarks, service marks, trade dress, logos, tradenames, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including registrations, and renewals in connection therewith (with the exception of any and all trademarks, service marks, trade dress, logos, tradenames and corporate names using the term "Del Mar" for which Seller hereby grants to Buyer the nonexclusive right to use such trademarks, service marks, trade dress, logos, trade names and corporate names for five years or until such time as buyer transfers ownership of its majority interest to another party; (iii) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures set forth on Schedule 4.10(c), together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof, (iv) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (v) all mask works and all applications, registrations, and renewals in connection therewith; (vi) all computer software (including data and related documentation); (vii) all other proprietary rights; and (viii) all copies and tangible embodiments thereof (in whatever form or medium) (collectively, the "Intellectual Property");

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

DEL MAR AVIONICS, INC.

By: 
Bruce Del Mar
President

DEL MAR MEDICAL SYSTEMS, LLC

By: 
Marna Del Mar Schnabel
Managing Member