

10-15-2001



RI 101873648 EET
TRADEMARKS ONLY

10-5-01

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 is 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 is additional names of conveying parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line

City

State/County

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded 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 SENT 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

TRADEMARK
REEL: 002383 FRAME: 0274



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)

Correspondence Name and Address

Area Code and Telephone Number

814-870-7706

Name

Edward W. Goebel, Jr.

Address (line 1)

MacDonald, Illig, Jones & Britton LLP

Address (line 2)

100 State Street

Address (line 3)

Suite 700

Address (line 4)

Erie, PA 16507-1498

Pages

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

3

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 number for the same property)

1,467,178	1,467,179	1,963,789	1,968,618		

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 160.00

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: # 13-0760

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.

Edward W. Goebel, Jr.

Name of Person Signing

Signature

10/3/01

Date Signed

TRADEMARK

TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS, dated as of September 24, 2001 (this "Assignment"), by LifeStream International, Inc. ("Assignor"), a Texas corporation with its principal place of business at 2828 North Crescent Ridge Drive, The Woodland Research Forest, The Woodlands, Texas 77381 in favor of Van Air Systems, Inc., a Pennsylvania corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 24, 2001 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of the assets including, but not limited to trademarks, trade names, labels and other trade dress and copyrights (including goodwill associated therewith), primarily relating to the Business (as defined in the Purchase Agreement) and to become the successor to such Business or portion thereof to which any U.S. trademark applications filed on the basis of "intent-to-use" relate, which Business is ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, convey, assign, transfer, set over, and deliver to assignee all right, title, and interest, in and to:

- (i) the trademarks, trade names, labels and other trade dress and copyrights set forth on Exhibit A hereto, whether registered or unregistered, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
- (ii) the goodwill of the business symbolized by such trademarks;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, of such trademarks, copyrights and other items set forth on Exhibit A; and
- (iv) all rights corresponding thereto throughout the world.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated thereby.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

LIFESTREAM INTERNATIONAL, INC.

By: *Dan L. Cox*
Dan L. Cox
Vice President, General
Manager-Operations

Acknowledged and Accepted:

VAN AIR SYSTEMS, INC.

By: *James A. Currie, Jr.*
James A. Currie, Jr.
Chairman

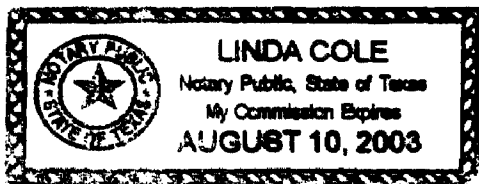
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, a notary public, in and for the county and state aforesaid, do hereby certify that Dan L. Cox, known to me to be the Vice President, General Manager-Operations of LifeStream International, Inc. and acknowledge that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 24th day of September, 2001.

Linda Cole
Notary Public

My commission expires: *8/10/2003*



THEIAM\058178\000025
HOUSTON\1321594.3

EXHIBIT A

Trademarks for Smoke Evacuation Products

Trademark Name	Trademark Registration No.	Registration Date
Plume-inator	1,968,618	April 16, 1996
Surgifresh	1,467,179	December 1, 1987
Surgimedics	1,963,789	March 26, 1996
Surgimedics	1.467,178	December 1, 1987

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