



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102028975

Tab settings

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

1. Name of conveying party(ies): LifeStream International, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State [] Other 3-6-02 Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: Jostra Bentley Corporation Internal Address: Street Address: 17511 Armstrong Avenue City: Irvine State: CA Zip: 92614 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] 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 [X] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: February 15, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached schedule Additional number(s) attached [X] Yes [] No

6. Total number of applications and registrations involved: 7

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Seth Traxler, Esq. Internal Address: Kirkland & Ellis Street Address: 200 E. Randolph Drive, Suite 5300 City: Chicago State: IL Zip: 60601

7. Total fee (37 CFR 3.41).....\$ 190.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 22-0440 (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. Seth Traxler Signature March 6, 2002 Date Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 28

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

03/22/2002 DBYRNE 00000186 1906413

01 FC:481 40.00 OP 02 FC:482 150.00 OP

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
1906413	July 18, 1995	PRIME-VU
1350496	July 23, 1985	WILLIAM HARVEY
1141576	November 18, 1980	QUICKIE PRIME
1235200	April 19, 1983	KWIK-OFF
1235661	April 26, 1983	C.V. KWIK-SET
1044460	July 20, 1976	TMP
1203459	August 3, 1982	TMP-LEGIA

U.S. PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 15, 2002 ("Effective Date") by and between LifeStream International, Inc., a Texas corporation, with its principal office at 2828 North Crescent Ridge Drive, The Woodlands Research Forest, The Woodlands, Texas 77381 ("Assignor"), and Jostra Bentley Corporation, a Delaware Corporation, with its principal office at 17511 Armstrong Avenue, Irvine, California 92614, USA ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 22, 2002, as amended by Amendment No. 1 to Asset Purchase Agreement dated as of February 8, 2002 (collectively, the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for trademark registration set forth on Schedule A attached hereto, the Argentinean trademark registrations and applications for trademark registration set forth on Schedule B attached hereto, the Australian trademark registrations and applications for trademark registration set forth on Schedule C attached hereto, the Benelux trademark registrations and applications for trademark registration set forth on Schedule D attached hereto, the Canadian trademark registrations and applications for trademark registration set forth on Schedule E attached hereto, the Chinese trademark registrations and applications for trademark registration set forth on Schedule F attached hereto, the Danish trademark registrations and applications for trademark registration set forth on Schedule G attached hereto, the French trademark registrations and applications for trademark registration set forth on Schedule H attached hereto, the German trademark registrations and applications for trademark registration set forth on Schedule I attached hereto, the Italian trademark registrations and applications for trademark registration set forth on Schedule J attached hereto, the Japanese trademark registrations and applications for trademark registration set forth on Schedule K attached hereto, the Mexican trademark registrations and applications for trademark registration set forth on Schedule L attached hereto, the Portuguese trademark registrations and applications for trademark registration set forth on Schedule M attached hereto, the Spanish trademark registrations and applications for trademark registration set forth on Schedule N attached hereto, the Swedish trademark registrations and applications for trademark registration set forth on Schedule O attached hereto, the Swiss trademark registrations and applications for trademark registration set forth on Schedule P attached hereto, the United Kingdom trademark registrations and applications for trademark registration set forth on Schedule Q attached hereto, the Venezuelan trademark registrations and applications for trademark registration set forth on Schedule R attached hereto, the unregistered trademarks set forth on Schedule S attached hereto and the trade names, assumed names and Internet domain names set forth on Schedule T attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks"), *provided, however*, that the Marks set forth in Exhibit U are subject to the License Agreement between Assignor and Terumo Cardiovascular Systems Corporation dated as of January 24, 2002 (the "License Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries (subject to the terms of the License Agreement), including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances (subject to the terms of the License Agreement); (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith, other than the License Agreement.

Assignor shall, at Assignee's expense take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

Unterschriftsbeglaubigung

Umstehende, vor mir auf Seite 1 vollzogene Unterschrift von

Herrn Egon **Wiest**, Präsident der Firma JOSTRA BENTLEY CORPORATION,
geschäftsansässig Hechinger Straße 38, 72145 Hirrlingen,
geboren am 7.12.1962,

- persönlich bekannt -,

beglaubige ich hiermit.

Herr Wiest erklärt, dass er für die Firma JOSTRA BENTLEY CORPORATION handle.

Hechingen, den 13.2.2002

Notariat Hechingen

Notar
(Eckenweiler)



Geb. gem. § 45 Kost.O. aus Wert 1.000,00 €	10,00 €
(Staatsanteil 6,60 €)	
16 % Mwst	<u>1,60 €</u>
Gesamtbetrag:	11,60 €

AV I/02 Nr. 189 E

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

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1906413	July 18, 1995	PRIME-VU
1350496	July 23, 1985	WILLIAM HARVEY
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1235200	April 19, 1983	KWIK-OFF
1235661	April 26, 1983	C.V. KWIK-SET
1044460	July 20, 1976	TMP
1203459	August 3, 1982	TMP-LEGIA

U.S. PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE B

ARGENTINEAN TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
1522660	May 31, 1994	PRIME-VU

ARGENTINEAN PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE C

AUSTRALIAN TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
B425571	April 19, 1985	WILLIAM HARVEY

AUSTRALIAN PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE D

BENELUX TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
498978	May 16, 1991	ISOFLOW
492706	January 23, 1991	LIFESTREAM
540325	September 3, 1993	PRIME-VU
339120	April 20, 1976	WILLIAM HARVEY

BENELUX PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE E

CANADIAN TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
411367	April 23, 1993	ISOFLOW
405230	November 20, 1991	LIFESTREAM
432547	August 26, 1994	PRIME-VU

CANADIAN PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE F

CHINESE TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
162191	September 15, 1982	WILLIAM HARVEY

CHINESE PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE G

DANISH TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
025301980	July 11, 1980	WILLIAM HARVEY

DANISH PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE H

FRENCH TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
1670183	June 7, 1991	ISOFLOW
1642289	February 4, 1991	LIFESTREAM
93483876	September 16, 1993	PRIME-VU
1343516	February 20, 1986	WILLIAM HARVEY

FRENCH PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE I

GERMAN TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
2008101	October 13, 1992	LIFESTREAM
2076181	August 29, 1994	PRIME-VU
955274	March 18, 1976	WILLIAM HARVEY

GERMAN PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE J

ITALIAN TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
677412	May 14, 1993	PRIME-VU
331398	April 1, 1982	WILLIAM HARVEY
331397	April 1, 1982	WILLIAM HARVEY "W" LOGO
331397	September 18, 1996	WILLIAM HARVEY RESEARCH

ITALIAN PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE K

JAPANESE TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
2533250	April 28, 1993	LIFESTREAM
1395253	October 30, 1979	WILLIAM HARVEY
2045439	May 26, 1988	WILLIAM HARVEY

JAPANESE PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE L

MEXICAN TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
509252	October 31, 1995	PRIME-VU
198416	October 22, 1976	WILLIAM HARVEY

MEXICAN PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE M

PORTUGESE TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

PORTUGESE PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
[294305]	[August 27, 1993]	[PRIME-VU]

SCHEDULE N

SPANISH TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
1775953	April 3, 1996	PRIME-VU
813955	April 29, 1977	WILLIAM HARVEY

SPANISH PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE O

SWEDISH TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
161472	November 25, 1977	WILLIAM HARVEY "W" LOGO

SWEDISH PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE P

SWISS TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
385563	[]	LIFESTREAM
P289585	March 16, 1977	WILLIAM HARVEY
P289488	March 16, 1977	WILLIAM HARVEY "W" LOGO

SWISS PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE Q

UNITED KINGDOM TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
1468851	April 21, 1992	ISOLFLOW
1471021	July 19, 1991	ISOFLOW
1453807	March 6, 1992	LIFESTREAM
1543093	July 28, 1993	PRIME-VU

UNITED KINGDOM PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE R

VENEZUELAN TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
86572F	May 5, 1978	WILLIAM HARVEY
86573F	May 5, 1978	WILLIAM HARVEY "W" LOGO

VENEZUELAN PENDING TRADEMARKS

TRADEMARK NO.	REGISTRATION DATE	MARK
NONE		

SCHEDULE S

UNREGISTERED TRADEMARKS

COUNTRY	MARK
U.S.	QUANTUM
JAPAN	QUANTAM

SCHEDULE T

**TRADE NAMES, ASSUMED NAMES
AND INTERNET DOMAIN NAMES**

Trade Names

Internet Domain Names

lifestreamintl.com

SCHEDULE U

**TRADEMARKS SUBJECT TO LICENSE AGREEMENT
BETWEEN ASSIGNOR AND TERUMO CARDIOVASCULAR
SYSTEMS CORPORATION**

U.S. TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
1350496	July 23, 1985	WILLIAM HARVEY

AUSTRALIAN TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
B425571	April 19, 1985	WILLIAM HARVEY

BENELUX TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
339120	April 20, 1976	WILLIAM HARVEY

CHINESE TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
162191	September 15, 1982	WILLIAM HARVEY

DANISH TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
025301980	July 11, 1980	WILLIAM HARVEY

FRENCH TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
1343516	February 20, 1986	WILLIAM HARVEY

GERMAN TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
955274	March 18, 1976	WILLIAM HARVEY

ITALIAN TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
331398	April 1, 1982	WILLIAM HARVEY
331397	April 1, 1982	WILLIAM HARVEY "W" LOGO

JAPANESE TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
1395253	October 30, 1979	WILLIAM HARVEY
2045439	May 26, 1988	WILLIAM HARVEY

MEXICAN TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
198416	October 22, 1976	WILLIAM HARVEY

SPANISCH TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
813955	April 29, 1977	WILLIAM HARVEY

SWEDISH TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
161472	November 25, 1977	WILLIAM HARVEY "W" LOGO

SWISS TRADEMARK REGISTRATIONS

TRADEMARK NO.	REGISTRATION DATE	MARK
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P289585	March 16, 1977	WILLIAM HARVEY
P289488	March 16, 1977	WILLIAM HARVEY "W" LOGO

VENEZUELAN TRADEMARK REGISTRATIONS

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