

04-05-2002

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

Tab settings ⇨ ⇨ ⇨ ▼

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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):

Kreativ, Inc.

3-18-02

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

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Welch Allyn, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 4341 State Street Road

City: Skaneateles Falls State: NY Zip: 13153

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

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

A. Trademark Application No.(s) 75383291,

74709204, 75091654, 74715705

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: James R. Brueggemann, Esq.

Internal Address: \_\_\_\_\_

Street Address: Sheppard, Mullin, Richter & Hampton

333 South Hope Street, 48th Floor

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: \_\_\_\_\_

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

OFFICE OF PATENT RECORDS  
FINANCE SECTION  
2002 MAR 18 AM 10:51

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9. Signature.

James R. Brueggemann

Name of Person Signing

Signature

5 March 02

Date

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

4

04/04/2002 DBYRNE 00000046 75383291

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

01 FC:481  
02 FC:482

40.00 DP  
75.00 DP

TRADEMARK  
REEL: 002475 FRAME: 0883

## **Assignment of Patents, Trademarks, Trade Secrets and Patent Registrations and Applications**

WHEREAS, **Kreativ, Inc.**, an Oregon corporation, having an address of 7420 Carroll Rd., San Diego, California 92121-1723 (hereinafter "Assignor") is the owner of United States and foreign patents, trademarks, trade secrets and the patent applications and registrations therefore, as identified on the attached Exhibit A (hereinafter the referred to as the "Intellectual Property" and the "Applications/Registrations"); and

WHEREAS, **Welch Allyn, Inc.**, a New York corporation, having an address of 4341 State Street Rd., Skaneateles Falls, New York 13153 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to said Intellectual Property and said Applications/Registrations thereof, together with the goodwill of the business in connection with which said Intellectual Property is used and which is symbolized by said Intellectual Property, along with the right to recover for damages and profits for past infringement thereof.

WHEREAS, Assignor has entered into the Plan of Liquidation, dated as of December 31, 2000 (the "Plan of Liquidation"; capitalized terms not defined herein have the meanings ascribed to them in Plan of Liquidation), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee all of the Company's right, title and interest in and to the Intellectual Property, as identified on the attached Exhibit A of the Assignment of Patents, and Assignee has agreed to assume the Product Warranty Claims as defined in the Plan of Liquidation; and

WHEREAS, the Assignor desires to transfer and assign to Assignee the Intellectual Property pursuant to the Plan of Liquidation and Assignee desires to accept the sale, transfer, conveyance, assignment and delivery thereof;

NOW, THEREFORE, by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Intellectual Property and the Applications/Registrations therefore for the United States, Canada, and throughout the world together with the goodwill of the business in connection with which said Intellectual Property is used and which is symbolized by the said Intellectual Property, along with the right to recover for damages and profits for past infringements thereof. Assignor represents that Assignee is a successor to the portion of business of the Assignor to which the Intellectual Property pertains.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require, in order to vest all Assignor's rights, title, and interest in and to said Intellectual Property in the Assignee and/or to provide evidence to support any of the foregoing in the event such event such evidence is deemed necessary by the Assignee, to the extent such evidence in the possession or control of

Assignor, which shall include, without limitation, execution of any forms, statements or other documents required by Assignee corresponding to the Intellectual Property listed in Exhibit A. Notwithstanding the foregoing, Assignee shall be exclusively responsible for any fees or payments to third parties arising from such efforts.

**Kreativ, Inc.**

By: M Jack Rudnick

Name: M JACK Rudnick

Title: Secretary

Date: 12/21/01