

04-19-2002

TRADEMARK



FORM

Attorney Docket No.
030.22-0001

102061664

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

1. Name of conveying party:
Surgidyne, Inc. **4-8-02**

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

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

2. Name and address of receiving party(ies):
 Name: Sterion Incorporated
 Internal Address:
 Street Address: 13828 Lincoln Street NE
 City Ham Lake State MN ZIP 55304
 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
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached?
 Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement
 Change of Name
 Other

Execution Date: 01/22/02

4A. Application No.(s)

 Additional numbers attached?
 Yes No

4B. Registration No.(s)
 1,494,986; 1,480,707; 1,456,372; & 1,419,901
 Additional numbers attached?
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Theodore M. Magee
 Street Address: Westman, Champlin & Kelly, P.A.
 Suite 1600
 International Centre
 900 Second Avenue South
 City: Minneapolis State: MN ZIP 55402

6. Total number of applications and registrations involved: [5]

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

8. Method of Payment
 Enclosed
 The Commissioner is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 23-1123.

04/18/2002 TDIAZ1 00000062 1494986
 01 FC:481 40.00 OP
 02 FC:482 75.00 OP

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.

Theodore M. Magee
 Name of Person Signing

 Signature **3-28-02**
 Date

Total number of pages submitted: [5]

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (hereinafter "Assignment") is entered into nunc pro tunc this 22nd day of January, 2002, by and among **SURGIDYNE, INC.**, a Minnesota corporation, (hereinafter referred to as "Assignor") located at 9909 South Shore Drive Minneapolis, Minnesota 55441, and **STERION INCORPORATED**, a Minnesota corporation (hereinafter "Assignee") located at 13828 Lincoln Street NE, Ham Lake, Minnesota 55304. This Assignment supercedes all other assignments of intellectual property between the parties. All capitalized terms used but not defined in this Assignment will have the meaning ascribed to them in that certain Asset Purchase Agreement dated October 4, 2001 as amended by Amendment No. 1 to Asset Purchase Agreement dated November 29, 2001 and Amendment No. 2 to Asset Purchase Agreement dated January 9, 2002 by and among Assignee and Assignors (hereinafter "the Agreement").

WHEREAS, Assignor owns and is using certain Trademarks set forth on Exhibit A hereto, owns Patents as set forth on Exhibit B hereto and owns Technology (all of the foregoing are hereinafter referred to as the "Intellectual Property");

WHEREAS, pursuant to the Agreement, Assignee shall acquire good right, title and interest in, to and under the Intellectual Property that Assignor currently possesses.

NOW, THEREFORE, pursuant to the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee all its right, title and interest in, to and under the Intellectual Property, together with all rights and privileges granted and secured thereby (and the goodwill of the business symbolized by any marks or names), including the right to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2. Assignor agrees to execute any and all powers of attorney, assignments, declarations, affidavits, divisional, continuation, continuation-in-part, reissue and substitute applications and any other papers in connection therewith necessary to perfect all right, title and interest in Assignee. Assignor will testify in any legal proceedings, make lawful oaths and declarations, and generally take all actions necessary to vest title in Assignee in the Intellectual Property in any applicable country.

3. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, Assignors have executed this Assignment by its proper officers thereunto duly authorized.

ASSIGNORS:

SURGIDYNE, INC., a Minnesota corporation

By: Charles B. Myrdal
Its: John V. P.

STATE OF MINNESOTA)
COUNTY OF Anoka)SS
)

Subscribed and sworn to before me
this 21 day of February, 2002.

Steven D. Kamp
STEVEN D. KAMP
NOTARY PUBLIC-MINNESOTA
MY COMMISSION EXPIRES 3-31-2005
Notary Public

ASSIGNEE:

STERION INCORPORATED, a Minnesota corporation

By: [Signature]
Its: President

STATE OF MINNESOTA)
COUNTY OF Anoka)SS
)

Subscribed and sworn to before me
this 21 day of February, 2002.

Steven D. Kamp
STEVEN D. KAMP
NOTARY PUBLIC-MINNESOTA
MY COMMISSION EXPIRES 1-31-2005
Notary Public

**Exhibit A
Trademarks**

Mark/Country	Reg. No.
Surgidyne	1,494,986
Saber	1,480,707
3C	1,456,372
Varidyne	1,419,901

Any common law rights of the mark "Surgidyne Plus Design" recreated below:



**Exhibit B
Patents**

Patent	Patent No.
Saber Patent	4,828,546