

12-30-2002



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies):

SterilMed, Inc. 12-26-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/05/2002

2. Name and address of receiving party(ies)

Name: Bluflex, LLC

Internal Address:

Street Address: 11400 73rd Avenue Maple Grove City: State: MN Zip: 55339

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware limited liability

If assignee is not domiciled in the United States, a domestic company 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) 76330569

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: Doris E. Yock, Esq.

Internal Address: Leonard, Street and DeInard

Suite 2300

Street Address: 150 South Fifth Street

Minneapolis

City: State: MN Zip: 55402

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Doris E. Yock, Esq.

Name of Person Signing

Doris E. Yock

Signature

December 18, 2002

Date

Total number of pages including cover sheet, attachments, and document: 2

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

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TRADEMARK REEL: 002639 FRAME: 0705

OFFICE OF PUBLIC RECORDS 2002 DEC 26 PM 3:04 TRADEMARK SECTION

**ASSIGNMENT OF TRADEMARK**

WHEREAS, SterilMed, Inc., a Minnesota corporation, 11400 73rd Avenue North, Maple Grove, Minnesota 55369 ("Assignor"), has adopted, used, and is using and is the owner of the following trademark ("Trademark") for which an application is now pending in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Application No.</u>	<u>Date of Filing</u>
BLUFLEX	Serial No. 76/330,569	October 25, 2001

WHEREAS, Bluflex, LLC, a Delaware limited liability company, with an office at 11400 73rd Avenue North, Maple Grove, Minnesota 55369 ("Assignee"), has been and is desirous of acquiring the Trademark and the application to register the Trademark;

NOW, THEREFORE, for good and valuable consideration which is in excess of \$10.00, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in the United States in and to the Trademark and the application to register the Trademark, together with the goodwill of the business symbolized by the Trademark and the application to register the Trademark, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademark and the right to collect damages therefor. Pursuant to 15 U.S.C. § 1060, this assignment of the assets described above constitutes the assignment of the portion of Assignor's business to which the Trademark pertains. This assignment does not include any other assets of Assignor, tangible or intangible, other than as expressly set forth herein. Assignor makes no representations or warranties concerning the Trademark or the application to register the Trademark.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth below.

STERILMED, INC.,  
a Minnesota corporation

Date: December 5, 2002

By:   
Stephen P. Letak, President