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(Rev. 10/02)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102329197

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

1. Name of conveying party(ies): 1-2-03
Trac Medical, Inc.
2801 Spring Forest Road, Raleigh NC 27604

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: Mr. Rick Jetland, Jetcor, Inc.
Internal Address: _____
Street Address: 11405 - 26th Avenue SW
City: Seattle State: WA Zip: 98146

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

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

Execution Date: 05/06/1998

4. Application number(s) or registration number(s):
A. Trademark Application No. (s) _____

Additional number(s) attached Yes No

B. Trademark Registration No. (s) 2029233

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Thomas E. Loop, Esq.
Internal Address: _____

Street Address: 947 Powell Avenue SW
Suite 105
City: Renton State: WA Zip: 98055

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.
Thomas E. Loop, Esq.
Name of Person Signing

Thomas E. Loop
Signature
for Thomas E. Loop

December 27, 2002
Date

Total number of pages including cover sheet, attachments, and document: 5

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
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COPY**FIRST AMENDMENT TO
EXCLUSIVE LICENSE AGREEMENT**

This First Amendment is entered into by and between JETCOR INC., a Washington corporation (herein "Licensor") and TRAC MEDICAL, INC., a North Carolina corporation (herein "Licensee").

WHEREAS, the Licensor's predecessor, Potts Technology Inc. (herein "PTI") entered into an Exclusive License Agreement with Licensee in December 1994 which provided Licensee with the exclusive right to manufacture and sell products concerning a laser sighting and targeting device utilizing the inventions covered by US. Patent No. 5,280,789 (herein "Exclusive License Agreement"); and

WHEREAS, Licensor has developed tools and techniques for the production of a device known as the "Physio Trac" and has sold the said devices (herein "OEM Units") to customers throughout the United States and other countries; and

WHEREAS, Licensor received an assignment from PTI of all of PTI's rights, title and interest in the Exclusive License Agreement under an Assignment dated June 15, 1996; and

WHEREAS, Licensor and Licensee wish to amend the Exclusive License Agreement to provide for a final stipulated payment of royalties and other moneys due to Licensor, a transfer of certain business assets to Licensor and to terminate the Exclusive License Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Exclusive License Agreement shall terminate effective as of April 30, 1998.
2. Licensee shall:

(a) Pay Licensor the sum of \$3,651.06 on or before May 15, 1998; provided that partial prepayment shall be made at the rate of \$3.464 per OEM Unit within five (5) business days of receipt by Licensee of payments from Baxter Health Care Corporation (herein "Baxter") on the prior shipments of 1,054 OEM Units to Baxter, the payment for which have not been paid by Baxter prior to the date of this Agreement.

(b) Transfer and assign to Licensor all of Licensee's rights, title and interest in the production mold and all other proprietary equipment owned by Licensee which is necessary for the manufacture of the OEM Unit, the QC tool used to perform quality control tests on the OEM Unit, and the trade name "Physio Trac," and any trademarks, logos and other rights, licenses and privileges associated with the name "Physio Trac" (herein the "Business Assets"), which transfer shall be evidenced by a Bill of Sale in the form attached hereto as Exhibit A. Said Bill of Sale shall be delivered to Licensor within five (5) business days of the date of this Agreement.

(c) Pay all expenses, fees, taxes and other costs associated with the Business Assets accruing on or before the date of this Agreement, ~~including but not limited to storage costs of the production mold where the mold is presently located.~~ TMS 5/6/98

(d) Deliver to Licensor within five business days of the date of this Agreement, on computer disk, a copy of all business records concerning the OEM units, including production, inventory, sales, service and warranty information.

3. Licensee further agrees that it will not produce any additional OEM Units on or after the date of this Agreement. Licensee shall be entitled to resell any OEM Units returned to Licensee within one (1) year following the date of this Agreement, provided, however, that Licensee shall not be relieved of its obligations to Licensor under Paragraph 2(a) above in the event of any such returns.

4. In consideration of the foregoing, and upon satisfaction of each of the specific obligations of Licensee recited in this First Amendment, Licensor hereby agrees to release Licensee from any and all royalty obligations arising Out of the Exclusive License Agreement

5. Licensor and Licensee agree to cooperate with each other to carry out the purposes of this First Amendment.

DATED as of this 6th day of May 1998.

JETCOR INC. (Licensor)

By: Richard A. Jetland
Richard A. Jetland, Vice-President
Address: P.O. Box 16194
Seattle, WA 98116

TRAC MEDICAL, INC. (Licensee)

By: Terry Williams
Terry Williams, President
Address: 2801 Spring Forest Road
Raleigh, NC 27604

EXHIBIT A**BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS: That Trac Medical, Inc., a North Carolina corporation, the party of the first part, for valuable consideration received from Jetcor, Inc., a Washington corporation, the party of the second part, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and deliver unto the said party of the second part, the following personal property:

All rights, title and interest in the production mold and all other proprietary equipment owned by Licensee which is necessary for the manufacture of the Physio Trac Unit, the QC tool used to perform quality control tests on the Physio Trac Unit, and the trade name "Physio Trac," and any trademarks, logos and other rights, licenses and privileges associated with the name "Physio Trac."

TO HAVE AND TO HOLD the same to the party of the second part, its heirs, executors, administrators and assigns forever. And said party of the first part, for its heirs, executors, and administrators, covenants and agrees to and with the party of the second part, its heirs, executors, administrators and assigns, that said party of the first part is owner of the said personal property, and has good right and full authority to sell the same, and that it will warrant and defend the sale hereby made unto the said party of the second part, its heirs, executors, administrators and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF the party of the first part has hereunto set its hand, this 6th day of May 1998.

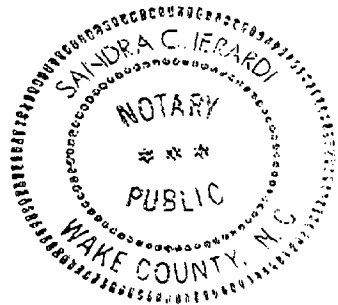
TRAC MEDICAL, INC.

By: Terry Williams
Terry Williams, President

STATE OF North Carolina)
) ss.
COUNTY OF Wake)

On this 6th day of May, 1998, before me personally appeared TERRY WILLIAMS, to me known to be the President of TRAC MEDICAL, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Sandra C. Icardi
NOTARY PUBLIC in and for the
State of North Carolina residing at
Raleigh. My commission
expires: 10-31-98