

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:
45105.60215/60216

Tab settings

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.


<p>1. Name of conveying party(ies): Alliance Instruments, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Washington <input type="checkbox"/> Other _____</p> <p>Additional names(s) of conveying party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Trio Medical, LLC</p> <p>Internal Address: _____</p> <p>Street Address: 80 South Jackson Street #407</p> <p>City: Seattle State: WA ZIP: 98104</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other Washington Limited Liability Company</p> <p>If assignee is not domiciled in the United States, a domestic designation is <input type="checkbox"/> Yes <input type="checkbox"/> N (Designations must be a separate document from Additional name(s) & address(es) <input type="checkbox"/> Yes <input type="checkbox"/> N</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: October 29, 2003</p>	

<p>4. Application number(s) or registration numbers(s):</p>	
<p>A. Trademark Application No (s) 76/255,773</p>	<p>B. Trademark Registration No (s) 2,285,867</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

<p>5 Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Kelly L. Williams, Esq.</p> <p>Internal Address: Edwards & Angell, LLP</p> <p>Street Address: P.O. Box 9169</p> <p>City: Boston State: MA ZIP: 02209</p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7 Total fee (37 CFR 3.41): \$ \$65.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 50-0402</p>
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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.

Kelly L. Williams, Esq/  **November 4, 2003**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **3**

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CH \$65.00 500402 76255773

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "ASSIGNMENT") is made and entered into by and between Alliance Instruments, Inc., a Washington corporation, having a place of business at 3436 SE Oak Street, Portland, Oregon 97214 (the "Assignor") and Trio Medical, LLC, a - Washington limited liability company having an office and place of business at 80 South Jackson Street #407 Seattle, Washington, 98104 (the "Assignee").

WHEREAS, Assignor has adopted, acquired, used and is using exclusively in its business and is the owner of the following trademarks, service marks, trade names, and the trademark registrations and applications therefore as well as all common law rights therein (hereinafter referred to as the "Trademarks"):

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U.S. Application No. 76/255,773
U.S. Registration No. 2,285,867

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to said Trademarks,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks throughout the world, and all registrations and pending applications therefore, in all countries throughout the world, and together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain all damages and/or profits for past, present or future infringement or other unauthorized use of the Trademarks, the intent hereof being to substitute Assignee in the place of each Assignor.

Assignor further agrees to execute such further documents and to do such other acts as may be necessary and proper to vest full title in Assignee to the Trademarks and to record Assignee as the owner of the Trademarks and registrations and applications herein assigned.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed by a duly authorized corporate officer and its corporate seal to be affixed hereto.

ALLIANCE INSTRUMENTS, INC.

Date: OCT 29, 2003

By: *MP Pearce*
Marvin Jay Pearce

Its: PRESIDENT

State of Oregon
County of Multnomah ss.

Before me this 29th day of October, 2003, personally appeared Marvin Jay Pearce, who is to me personally known, and acknowledged the foregoing instrument of assignment to be his free act and deed.

Kerry Jantzi
Notary Public

