

06-12-2003

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



102471011

To the Honorable Commissioner of Patents and Trademarks. Please forward the enclosed original documents or copy thereof.

1. Name of conveying party(ies):

Sparta Olsen

6-7-03

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

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

2. Name and address of receiving party(ies)

Name: Kentucky Packaging Service, L.P.

Internal Address:

Street Address: 12243 Branford Street

City: Sun Valley State: CA Zip: 91352

- Individual(s) citizenship Association General Partnership Limited Partnership Texas 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:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,853,568,

1,836,684

Additional number(s) attached Yes No

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

Name: Daniel Frohling, Esq.

Internal Address: Pattishall, McAuliffe,

Newbury, Hilliard & Geraldson

Street Address: 311 South Wacker Dr.

Suite 5000

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65

- Enclosed Authorized to be charged to deposit account

8. Deposit account number

16-0650

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9. Signature.

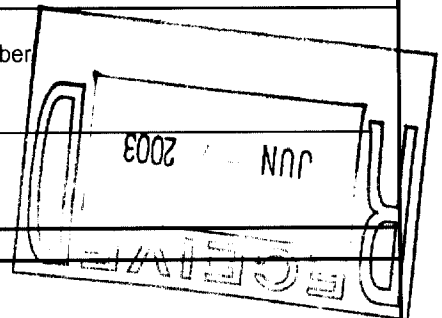
Colin O'Brien Name of Person Signing

Signature

06/06/03

Date

Total number of pages including cover sheet, attachments, and document: 4



06/12/2003 ECOMPER 00000000 160650 1853568

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

01 FC:8521 40.00 CH 02 FC:8522 25.00 CH

TRADEMARK REEL: 002752 FRAME: 0160

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into this 5th day of September, 2001 by and between Sparta Olsen Electrosurgical, Inc., a Delaware corporation ("Seller"), and Kentucky Packaging Service LP DBA Q2 Medical. ("Buyer"), with reference to the following facts:

RECITALS

A. Seller is the owner and operator of a line of business which manufactures electro surgical instruments with its principal place of business located at 2100 Meridian Park Blvd., Concord, California, which includes all lines of products sold or manufactured by Sparta Olsen Electrosurgical, Inc. or Olsen Electrosurgical Instruments, Inc. and all product lines of business attributed to Sparta Olsen Electrosurgical, Inc. in the Confidential Business Review provided by the Buyer to Seller (the "Business"). The term "Business" shall specifically exclude all business being operated by Sparta Surgical Corporation or any subsidiary thereof other than the seller.

B. Seller desires to sell and Buyer desires to purchase substantially all of the assets (as hereinafter defined) of the Olsen Electrosurgical Business, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based upon the foregoing premises and in consideration of the mutual covenants, agreements, representations, and warranties herein contained, and for other good and valuable consideration, Seller and Buyer agree as follows:

1. PURCHASE AND SALE OF ASSETS.

1.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller agrees to sell, transfer and assign to Buyer, and Buyer agrees to purchase and acquire from Seller on the Closing Date (as defined in Section 8.1), all of Seller's right, title and interest in and to the following assets ("Assets"), free and clear of all liens, pledges, mortgages, security interests, restrictions, charges, encumbrances, equities, liabilities and claims any nature ("Liens") except the Assumed Liabilities (as defined in Section 1.1):

a. Machinery, Equipment and Other Tangible Personal Property. All machinery, equipment, tools, dies, computers, furniture, furnishings, fixtures, leasehold and other improvements and all other tangible personal property used or held for use in the operation of the Business, wherever located, whether owned or leased by Seller, including, without limitation, all tangible personal property set forth on Schedules 3.9 and 3.11 and all of such machinery and equipment ordered or under construction ("M&E").

b. Inventory. All inventories of raw materials, parts, work-in-process and finished products owned by Seller, wherever located, and used or held for use in the operation of the Business (the "Inventory").

P.M.C. INC.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

"SELLER"


"BUYER"

SPARTA OLSEN ELECTROSURGICAL, INC.

KENTUCKY PACKAGING SERVICE LP DBA Q2 MEDICAL BY PACKAGING SERVICE CORPORATION OF KENTUCKY, A DELAWARE CORPORATION, AS ITS GENERAL PARTNER

By:


Title:



Chairman / President / CEO

By:

Title:



C.F.O


The undersigned, Sparta Surgical Corporation, hereby guarantees the obligations of Seller contained in Section 12 of this Agreement.

"GUARANTOR"

SPARTA SURGICAL CORPORATION

By:

Title:



Chairman / President / CEO

SCHEDULE 3.11
Intellectual Property

See Attached Lists

Schedule 3.11(b)

MARK/PATENT	REGISTERED NUMBER	JURISDICTION
. OEI	1853568	United States
OLSEN ELECTROSURGICAL, INC.	1836684	United States
OLSEN ELECTROSURGICAL*	1842833	United States
SMOKE EVACUATOR	5,055,100	United States

* Cancelled

Schedule 3.11(b)

Exclusive License Agreement dated December 6, 1999, as amended on September 5, 2001, by and between the Company and Hemitek, L.L.C

Internet domain name www.olsenelectro.com