

RECORDED



6-18-03

TO THE ASSISTANT COMMISSIONER OF PATENTS AND

102479165

...al documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

International PADI, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: California
- Other:

Additional name(s) of conveying party(ies) attached?

Yes  No

2. Name and address of receiving party(ies):

Name: Emergency First Response Corp.  
Street Address: 30151 Tomas Street  
City: Rancho Santa Margarita State: CA ZIP: 92688

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: California
- 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) and address(es) attached?

Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) June 3, 2002

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

a. Trademark Application Nos:

76/308,121  
76/308,124

b. Trademark Registration No(s):

Additional numbers attached?  Yes  No

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

Name: Diane M. Reed  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
Customer No. 20,995  
Internal Address: Fourteenth Floor  
Street Address: 2040 Main Street  
City: Irvine State: CA ZIP: 92614  
Attorney's Docket No.: PADII.022T/023T

7. Total fee (37 CFR 1.21(h)): \$65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 2

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.

Diane M. Reed  
Name of Person Signing

Signature

6/9/03  
Date

Total number of pages including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:

06/19/2003 ECDOPER 00000071 76308121

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

Mail Stop Assignment Recordation Services  
Director, U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of March 14, 2002, by and between International PADI, Inc., a California corporation having a place of business at 30151 Tomas Street Rancho Santa Margarita, California 92688 ("ASSIGNOR"), and Emergency First Response Corp., a California corporation having a place of business at 30151 Tomas Street Rancho Santa Margarita, California 92688 ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, intends to use, has taken steps towards using, and is, to the best of its knowledge and belief, the owner of the trademark EMERGENCY FIRST RESPONSE and associated logo shown in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (collectively, the "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark applications relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (the "Applications");

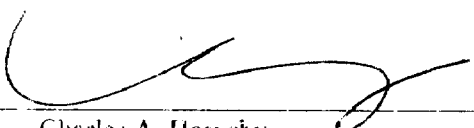
WHEREAS, ASSIGNEE desires to acquire, and ASSIGNOR is willing to assign to ASSIGNEE, that portion of ASSIGNOR's business to which the Trademark pertains, including all rights, title, and interest in and to the Trademark and Applications worldwide; and

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE that portion of ASSIGNOR's business to which the Trademark pertains, which business is ongoing and existing, including all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark set forth in Schedule A; and
- (2) the Applications set forth in Schedule B;

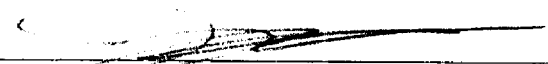
together with the goodwill symbolized by said Trademark and Applications, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

International PADI, Inc.  
a California corporation

By:   
Charles A. Honnaby  
Vice President, Legal Affairs

Date: 3 June 2003

Emergency First Response Corp.  
a California corporation

By:   
Name: John S. Cichon  
Title: Chairman

Date: 3 June 2003

**SCHEDULES TO TRADEMARK ASSIGNMENT**

**SCHEDULE A**

Marks: EMERGENCY FIRST RESPONSE

and



**SCHEDULE B**

Federal Trademark Application(s):

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
EMERGENCY FIRST RESPONSE and Design	76/308,121	Sept. 4, 2001	41
EMERGENCY FIRST RESPONSE and Design	76/308,124	Sept. 4, 2001	16