

07-31-2003

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



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

102513638

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

1. Name of conveying party(ies): Geiger Medical Technologies, Inc. 7-28-03
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Delasco Dermatologic Lab & Supply
Internal Address:
Street Address: 608 13th Avenue
City: Council Bluffs State: IA Zip: 51501-6401
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Iowa
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: 02/05/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,170,740, 2,575,781, 2,709,515
Additional number(s) attached [] Yes [X] No

B. Trademark Registration No.(s) 2,170,740, 2,575,781, 2,709,515

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Law Offices of Adam H. Jacobs
Internal Address: Suite 726
Street Address: 1904 Farnam Street
City: Omaha State: NE Zip: 68102

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41): \$ 120.00
[X] Enclosed
[] Authorized to be charged to deposit account

8. Deposit account number:
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature:
Adam H. Jacobs
Adam H. Jacobs
7/28/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 24

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

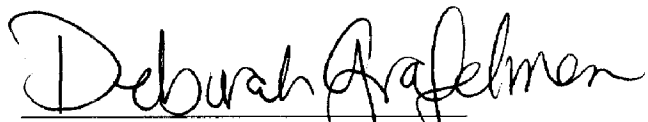
07/30/2003 EXEMPT 0000063 2170740
01 FC-0001 40.00 DP
02 FC-0002 50.00 DP

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STATEMENT OF TRUE AND CORRECT COPY

This is a true and correct copy of the original bill of sale and assignment agreement transferring ownership of registrations 2,170,740, 2,575,781 and 2,709,515 to Delasco Dermatologic Lab & Supply Co. Inc. as required by the Assignment Recordation Services.

Respectfully submitted,


Deborah Grafelman, President of Delasco Dermatological Lab & Supply, Inc.

Date: 7-25-03

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment is given pursuant to an Asset Purchase Agreement (the "Purchase Agreement") executed contemporaneously by and between ^{Dalasco} → Dermatologic Lab & Supply Co., Inc., ("Buyer") and Geiger Medical Technologies Inc. ("Seller").

Seller does hereby sell, transfer, assign and convey to Buyer all of Seller's right, title and interest in and to the following purchased assets:

- a. All parts, accessories, finished goods, materials and inventory of Geiger, a complete list of which will be provided at Closing ("Inventory"); and
- b. All tooling and equipment including hand piece tooling (4 parts), TCU case tooling (shell, 2 parts and hand piece holder), Model 100 engraver and a 300 series tips molding machine (broken) used in the operations of Geiger ("Tooling"); and
- c. All general marketing and advertising materials and other material containing the Geiger logo or trademark, manuals or documents for the use of various Geiger products, TCU-TB literature, booth banner or other similar items ("Marketing Materials"); and
- d. All general intangibles of Geiger including but not limited to customer lists, trademarks (Geiger and TCU), current company web site, 13 domain names, the Geiger logo, the name "Geiger Medical Technologies," 510K filings and device listings, and telephone numbers, (the "General Intangibles").
- e. Any and all rights to the name "Geiger Medical Technologies, Inc." or any tradename used by Geiger in its operations, and any and all telephone numbers used by Geiger.

All of the assets are transferred by Seller free and clear of any lien, claim or encumbrance. All assets are transferred "as is, where is" without warranty of any kind or character by Seller except such warranties as provided in this Bill of Sale or the Purchase Agreement and any other manufacturer warranties. Seller warrants and shall defend title to the assets. Seller shall execute any documents as may be required to effectuate this transfer.

This Bill of Sale is subject and shall be construed in accordance with the Purchase Agreement. In the event of a conflict between the provisions of this Bill of Sale and the Purchase Agreement in so far as such provisions relate to the rights and obligations of the Buyer and Seller, the provisions of the Purchase Agreement shall prevail.

This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Bill of Sale is signed on this 5th day of February, 2003.

GEIGER MEDICAL TECHNOLOGIES INC.,
Seller

By:



John Botter, President

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