

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Philips Medical Systems, Inc.		11/20/2002	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	HC Products, LLC
Street Address:	595 Miner Road
City:	Highland Heights
State/Country:	OHIO
Postal Code:	44143
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2090868	ENVIROCARE

CORRESPONDENCE DATA	
Fax Number:	(216)348-5474
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216-348-5704
Email:	pcardenas@mcdonaldhopkins.com
Correspondent Name:	James A. Dimitrijevs
Address Line 1:	2100 Bank One Center 600 Superior Ave.,E
Address Line 4:	Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	25374-10
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NAME OF SUBMITTER:	James A Dimitrijevs
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Total Attachments: 5 source=philips1#page1.tif source=philips2#page1.tif source=philips3#page1.tif source=philips4#page1.tif source=philips5#page1.tif
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CH \$40.00 2090868

ASSET TRANSFER AGREEMENT, dated as of November 20, 2002 (this "Agreement"), by and between Philips Medical Systems (Cleveland), Inc., a New York corporation (the "Seller"), and HC Products, LLC, a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, the Seller and the Company are parties to that certain Purchase Agreement, dated as of September 10, 2002 (the "Purchase Agreement"), by and among the Seller, the Company, Platinum Equity, LLC, a Delaware limited liability company, and HCP Acquisition, LLC, a Delaware limited liability company; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, (i) the Company desires to acquire and the Seller desires to transfer to the Company the Contributed Assets (as defined below) and (ii) the Seller desires to transfer to the Company, and the Company agrees to assume, the Assumed Liabilities (as defined below), each upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Interpretation

SECTION 1.01. Interpretation and Schedules. The headings contained in this Agreement, in any Schedule hereto and in the table of contents to this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement, as if set forth in full herein. Any capitalized terms used herein or in any Schedule hereto but not otherwise defined herein or therein shall have the meaning given to such term in the Purchase Agreement or this Agreement. When a reference is made in this Agreement to a Section or Schedule, such reference shall be to a Section of, or a Schedule to, this Agreement, unless otherwise indicated.

ARTICLE II

Contribution of Assets

SECTION 2.01. Contribution of Assets. (a) Effective as of the date hereof, the Seller hereby transfers, conveys, assigns and delivers to the Company (and shall concurrently cause its Affiliates to transfer, convey, assign and deliver to the Company), and the Company hereby acquires and accepts from the Seller and its Affiliates, all of the Seller's and such Affiliates' rights, titles and interests in and to those assets, properties and rights (contractual or otherwise), real, personal and mixed, tangible and intangible, wherever located, which are primarily related to the HCP Business, including, without limitation, the assets, properties and rights identified in Schedule 2.01(a) attached hereto (the "Contributed Assets").

(b) The foregoing notwithstanding, the Contributed Assets shall not include any asset, property or right that is not primarily related to the HCP Business or any asset, property or right identified in Schedule 2.01(b) attached hereto (the "Excluded Assets").

SECTION 2.02. Assumption of Certain Liabilities. (a) Effective as of the date hereof, the Company hereby assumes all liabilities, obligations, damages, losses, debts, claims, demands, judgments or settlements of any nature, whether matured or unmatured, liquidated or unliquidated, fixed, accrued, absolute or contingent, known or unknown, including all costs and expenses (legal, accounting or otherwise) relating thereto (the "Liabilities"), of Seller and its Affiliates which are primarily related to the HCP Business, including, without limitation, such items identified in Schedule 2.02(a) (the "Assumed Liabilities").

(b) The foregoing notwithstanding, the Assumed Liabilities shall not include any Liability which is not primarily related to the HCP Business or any Liability identified in Schedule 2.02(b) (the "Excluded Liabilities").

SECTION 2.03. Consideration. In exchange for the Contributed Assets, the Company shall pay to the Seller \$1 in cash and shall assume the Assumed Liabilities as provided herein. The parties hereto agree that all transactions contemplated hereby shall be deemed to take place simultaneously and no delivery or payment shall be deemed to have been made until all transactions are completed and all documents are delivered.

(ii) if to the Company, to:
HC Products, LLC
595 Miner Road
Highland Heights, Ohio 44143

Attention: President
Fax: 440-483-4844

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as for the day and year first above written.

**PHILIPS MEDICAL SYSTEMS
(CLEVELAND), INC.**

By:



Name: Fred B. Parks
Title: Chief Executive Officer

HC PRODUCTS, LLC

By:



Name: Fred B. Parks
Title: President

Schedule 2.01(a)
Contributed Assets

1. Fixed assets primarily related to the HCP Business, including factory machinery and equipment, warehouse related equipment, leasehold improvements, service tools, test equipment, computer hardware and software including personal computers and related accessories used by the Continuing Employees.
2. The assets set forth on Attachment 1 hereto.
3. All Intellectual Property owned by Seller or any of its Affiliates and used primarily in the HCP Business, including without limitation the Intellectual Property set forth on Schedule 4.07(a) to the Purchase Agreement, and all rights of Seller to the content and associated data (but not the domain name) of the Internet website www.marconihcp.com.

**SCHEDULE 4.07(a)
INTELLECTUAL PROPERTY**

A. Patents

B. United States Federally Registered Trademarks

<u>Mark Name</u>	<u>Registration Number</u>	<u>Int. Class</u>
CADI	1,058,969	7
Envirocare	2,090,868	9
Novopaque	923,438	18
Orderexpress	1,581,968	42
Source One	1,497,553	10
Thin-Brite	864,166	21
Ultima	1,797,601	9

C. United States Registered Domain Names