

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

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

<p>1. Name of conveying party(ies): Aircast Incorporated</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 <u>New Jersey</u>  <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached?      <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>AI Asset Acquisition Company</u></p> <p>Internal Address: Street Address: <u>92 River Road</u></p> <p>City: <u>Summit</u> State: <u>New Jersey</u>      Zip: <u>07901</u></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: <u>Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, &amp; domestic representative designation is attached: (Designations must be a separate document from assignment)      <input type="checkbox"/> Yes  <input type="checkbox"/> No</p> <p>Additional name(s) &amp; address(es) attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
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3. Nature of Conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other:

Execution Date: December 7, 2004

4. Application Number(s) or Registration Number(s):


<p>A. Trademark Application No.(s):</p> <p>76/524,155      76/508,956  76/524,158      76/589,408  76/524,154      78/219,590  76/547,825</p>	<p>B. Trademark Registration No.(s):</p> <p>1,551,788      1,158,974      2,477,373  1,464,456      2,351,023      2,439,210  1,499,408      1,851,920      1,591,876  2,482,969      2,048,803      1,302,144  2,443,171      2,004,702</p>
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Additional numbers attached?       Yes       No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Ronald Duvernay, Trademark Paralegal</u></p> <p>Internal Address: <u>Atty. Docket No.: ACIZ-TIP</u>  Street Address: <u>Ropes &amp; Gray LLP</u>  <u>One International Place</u></p> <p>City: <u>Boston</u>      State: <u>MA</u>      Zip: <u>02110</u></p>	<p>6. Total number of applications and registrations involved: <u>21</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>540.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account  <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>18-1945</u>  (Attach duplicate copy of this page if paying by deposit account)</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.*

Agnes S. Lee, Esq.            March 7, 2005  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document      5

CH \$540.00 181945 76524155

**ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL**

**THIS ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL ("Assignment"), made effective as of the 7<sup>th</sup> day of December 2004 ("Effective Date"), is by and between Aircast incorporated, a New Jersey corporation having its principal place of business at 92 River Road, Summit, New Jersey, 07902 ("Assignor") and AI Asset Acquisition Company, a Delaware limited liability company having its principal place of business at 92 River Road, Summit, NJ 07901 ("Assignee").**

**WHEREAS, Assignor has adopted, used and is the owner of various registered trademarks and trademark applications set forth on the attached Schedules A and B, and the rights applicable thereto, including, but not limited to, all common law rights, causes of action, and the right to recover for past infringement, dilution or other misappropriation (hereinafter collectively the "Trademarks");**

**WHEREAS, in accordance with the terms of the Asset Purchase Agreement among Assignee and Assignor effective as of October 31, 2004, Assignor has agreed to assign, transfer and convey the Trademarks to Assignee and Assignee desires to acquire the Trademarks, together with the good will associated; and**

**WHEREAS, Assignee is the successor-in-interest to that portion of Assignor's business which pertains to the Trademarks;**

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

- 1) Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, all goodwill of the Assignor or its business, products and services appurtenant thereto, associated with or symbolized by the Trademarks and/or the use thereof; the right (but not the obligation) to sue and recover for past, present and future infringements of the Trademarks; the right to prosecute trademark applications for the Trademarks; all rights (but not obligations) corresponding to the Trademarks throughout the world in perpetuity; all renewals of the Trademarks; all rights and interests pursuant to licensing or other agreements in favor of the Assignor pertaining to the Trademarks now or in the future owned or used by third parties; and all proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).**
- 2) Assignor hereby authorizes all applicable state and federal agencies and foreign jurisdictions to transfer all registrations for the Marks to Assignee or as Assignee may otherwise direct.**

- 3) Upon Assignee's request, Assignor and its officers, representatives and successors shall perform all acts reasonably necessary to ensure the full and complete enjoyment by Assignee of all right, title and interest in and to the Trademarks, including without limitation the execution, delivery, filing and recording, at Assignee's expense, of such further assignments, certificates, applications, instruments and other documents as may be requested by Assignee.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

[SIGNATURES BEGIN ON NEXT PAGE]

[SIGNATURE PAGE TO AIRCAST INCORPORATED TRADEMARK ASSIGNMENT]

Aircast Incorporated, Assignor

By: [Signature]  
Name: Glenn W. Johnson, III  
Title: Chairman of the Board and CEO

STATE OF New York  
COUNTY OF Levy  
UNITED STATES OF AMERICA

I, Stephanie M. Schade, a Notary Public of the aforesaid County and State, do hereby certify that Glenn W. Johnson, III personally appeared before me this day and acknowledged that he is the Chairman and CEO of Aircast Incorporated, a corporation of the state of New Jersey, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by him as its \_\_\_\_\_, as the free act and deed of the corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 7 of December 2004.

My Commission Expires: \_\_\_\_\_  
Stephanie M. Schade  
Notary Public

STEPHANIE M. SCHADE  
Notary Public, State of New York  
No. 81-4630702  
Qualified in New York County  
Commission Expires May 31, 2006 6

AI Asset Acquisition Company LLC, Assignee

By: [Signature]  
Name: GEOFFREY S. BAKER  
Title: VICE PRESIDENT & SECRETARY

STATE OF New York  
COUNTY OF Levy  
UNITED STATES OF AMERICA

I, Stephanie M. Schade, a Notary Public of the aforesaid County and State, do hereby certify that Geoffrey S. Baker personally appeared before me this day and acknowledged that he is the V.P. and Secretary of AI Asset Acquisition Company LLC, a Delaware limited liability company, and that by authority duly given and as an act of the company, the foregoing instrument was signed in its name by him as its Vice President, as the free act and deed of the corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 7 day of December 2004.

My Commission Expires: \_\_\_\_\_  
Stephanie M. Schade  
Notary Public

STEPHANIE M. SCHADE  
Notary Public, State of New York  
No. 81-4630702  
Qualified in New York County  
Commission Expires May 31, 2006 6

## SCHEDULE A

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
Air Stirrup Classic	US	76/524,153	06/20/2003	pending	pending
Air Stirrup Light	US	76/524,158	06/20/2003	pending	pending
Air Stirrup Universe	US	76/524,154	06/20/2003	pending	pending
Aircast	US	660,910	05/13/1987	1,551,758	08/15/1989
Aircast	US	564,211	10/21/1985	1,464,456	11/10/1987
Aircast	US	660,911	05/13/1988	1,499,408	02/09/1988
Airgo	US	76/547,823	09/29/2003	pending	pending
Airheel	US	76/508,956	04/24/2003	pending	pending
Airflex	US	75/597,501	12/01/1998	2,482,169	09/28/2001
Airspout	US	75/586,984	11/12/1998	2,443,171	04/10/2001
Air-stirrup	US	197,296	12/15/1978	1,158,974	06/30/1981
Arterial Flow	US	75/659,120	03/12/1999	2,351,623	05/16/2000
Auto Chill	US	74/311,343	09/08/1992	1,851,620	08/30/1994
Cryo/Cuff	US	75/023,338	11/22/1995	2,048,503	04/01/1997
Cryo-cuff	US	76/589,408	04/29/2004	pending	pending
Edemaflow	US	74/500,989	03/15/1994	2,004,702	10/01/1996
Pulsating Graph Design	US	75/339,426	11/03/1999	2,477,373	08/14/2001
Rolimeter	US	75/651,969	03/02/1999	2,439,210	03/27/2001
Sport Stirrup	US	73/765,881	11/25/1988	1,591,876	04/17/1990
Sport Stirrup	US	78/219,590	02/27/2003	pending	pending
Venaflow	US	74/311,346	09/08/1992	1,902,144	06/27/1995

**FAX TRANSMISSION****DATE:** March 7, 2005**Applicant/Owner:****MESSAGE TO:** Assignment Branch Recordations**FAX NUMBER:** (703) -306-5995**FROM:** ROPES & GRAY LLP

Ron Duvernay

**PHONE:** (617) 951-7790**Attorney Dkt. #:** ACIZ-TIP**PAGES (Including Cover Sheet):** 7**Comments:** Authorization is given to charge any and all fees required for this filing to Deposit Account No. 18-1945.

If your receipt of this transmission is in error, please notify this firm immediately by collect call to (202) 626-3912 and send the original transmission to us by return mail at the address below.

**ROPES & GRAY LLP**  
One International Place, Boston, Massachusetts 02110-2624  
**Telephone:** (617) 951-7000 **Facsimile:** (617) 951-7050

IPTO/SB/97 (12-97)

Approved for use through 9/30/03. OMB 0651-0031

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

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

### Certificate of Transmission Under 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted to the Assignment Branch of the United States Patent and Trademark Office including: Recordation Form Cover Sheet (1 page); Assignment of Trademarks and Accompanying Goodwill with Schedule A (4 pages); and Certificate of Facsimile Transmission.

on March 7, 2005  
Date

*Ronald Duvernay*  
Signature

Ronald M. Duvernay  
Typed or printed name of person signing Certificate

Note: Each paper must have its own certificate of transmission, or this certificate must identify each submitted paper.