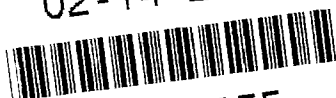


2/10/05

02-14-2005

Form PTO-1595
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102941055

To the F
Please rec

(S:

copy thereof.

1. Name of conveying party(ies):

The Clinipad Corporation

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation-Delaware
- Other

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

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

Name: Medical Concepts Development, Inc.

Internal Address: _____

Street Address: 2500 Ventura Drive

City: Woodbury State: Minnesota ZIP: 55125

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Asset Purchase Agreement

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Minnesota
- Other _____

If assignee is not domiciled in the U.S., a domestic representative designation is attached:

- Yes No

Additional name(s) & address(es) attached?

- Yes No

Execution Date: May 25, 2000

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0,775,059, registered August 11, 1964

Additional numbers attached? Yes No

OPR/FINANCE
FEB 10 PM 1:16

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

Name: Lawrence M. Nawrocki

Address: NAWROCKI, ROONEY & SIVERTSON, P.A.
3433 Broadway Street N.E., Suite 401
Minneapolis, MN 55413

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41). . \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: _____
(Attach duplicate copy of this page if paying by deposit account)

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.

Lawrence M. Nawrocki
Name of Person Signing

Lawrence M. Nawrocki
Signature

February 7, 2005
Date

Total number of pages comprising cover sheet, attachments and document: 26

OMB No. 0651-0011 (exp. 4/94)

16011/411/102

Do not detach this portion

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

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made this 25 day of May, 2000, by and between Medical Concepts Development, a Minnesota corporation (the "Purchaser") and The Clinipad Corporation, a Delaware corporation (the "Seller"). Purchaser wishes to buy and Seller wishes to sell the assets formerly used by Seller in the commercial activity engaged in by Seller relating to its Vi-Drape product (the "Business").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE II
SALE AND PURCHASE OF ASSETS

- 2.1. **Included Assets.** Upon the terms and subject to all of the conditions herein, and the performance by each of the parties hereto of their respective obligations hereunder, Seller hereby, sells, conveys assigns, transfers and delivers to Purchaser, and Purchaser hereby purchases from Seller, all of Seller's right, title and interest in and to all of the following properties and assets related to the Business (collectively, the "Assets").
- 2.1.1. **Equipment.** All Business vehicles, machinery, manufacturing and tooling equipment, tools, equipment, instruments and any replacement parts, if any, for the foregoing as listed on Schedule 2.1.1 (collectively, the "Equipment");
- 2.1.2. **Inventory.** All Business inventories, including, without limitation, packing materials, product inserts, instructions for use and other market support materials, raw materials, work in process, parts, supplies and finished goods used or fabricated by Seller, except obsolete items, and items unsuitable for resale, as listed on Schedule 2.1.2 (collectively, the "Inventory");
- 2.1.3. **Name.** All rights and privileges of Seller in and to the name Vi-Drape. In addition, Purchaser shall have the right to sell all Inventory purchased, marked or containing, any other of Seller's trademarks or tradenames;
- 2.1.4. **Spare Parts.** All spare parts, maintenance items, and interchangeable parts which relate to the Equipment and Personal Property and are used in the operation of the Business, whether or not described on any exhibit attached hereto.
- 2.1.5. **Books and Records.** Copies of all of the customer data and other books and records utilized by Seller in the Business, including, where available, both electronic and hard copy. Such data and books and records include, but are not limited to:

- a. customer lists and files, advertising and promotional materials, computer-generated information, computer files, price and product lists, sales records and files, papers, correspondence and computerized reports, service manuals, reports and filings;
- b. vendor and supplier records, including, but not limited to, payment records;
- c. warranties and machinery maintenance files relating to the assets purchased hereunder (including drawings, manuals, operating instructions, maintenance records, and such other records that are useful in order to maintain the Equipment); and
- d. the group and distributor contracts listed on attached Schedule 2.1.5(e).

2.1.6. Intellectual Property. All of the patents, trademarks, trade names, copyrights, and other intellectual property rights utilized by Seller in the Business, as listed on attached Schedule 2.1.6 (collectively, the "Intellectual Property"). Purchaser shall also purchase all formulas, descriptions, instructions, and other information regarding unpatented technology, trade secrets, and inventions used in the Business.

2.1.7. Other. All other personal or real property utilized by the Seller in the Business whether or not specifically referred to herein or included on any Schedule attached hereto.

2.1.8. Personal Property. All of the office furniture and equipment used in the conduct of the Business whether or not specifically referred to herein or included on any Schedule attached hereto; and

2.1.9. Governmental Matters. All permits, certificates, licenses, orders, approvals and other authorizations of all governmental authorities held or obtained by Seller that are required to own, maintain, operate and conduct the Business, to the extent the same are transferable.

2.2 Status of Assets. Seller is conveying all of its right, title and interest in the Assets, as aforesaid. All tangible Assets are sold as-is, where is, and Seller makes no representation or warranty about the condition, operating or otherwise, of said Assets, or of their fitness or merchantability.

**ARTICLE III
LIABILITIES AND OBLIGATIONS**

3.1. Liabilities Not Assumed. Purchaser shall not assume, be obligated to perform, or otherwise be liable in respect to any other contract, obligation or liability of Seller, whether now existing or hereafter arising. Without limiting the generality of the foregoing sentence, Purchaser shall not assume or be liable for:

- 3.1.1. any liability for products or labeling materials included as part of the Inventory included as part of the Assets;

- 3.1.2. any liability or obligation of Seller for making payments of any kind (including as a result of transactions contemplated hereby) as a result of termination of any employee or Seller;
- 3.1.3. any liability or obligation of Seller resulting from any claims against Seller or arising in connection with death or personal injury, other injury to persons, property damage, loss or deprivation or rights (whether based on claims under Workmen's Compensation Act statute, negligence, breach of warranty, strict liability or other theory) caused by or resulting from, directly or indirectly, any accident or any defect or claimed defect in or with respect to any products manufactured or shipped by Seller prior to the Closing Date.
- 3.1.4. any liability under any employee severance plan or policy, written or oral, or any other liability to any employee of Seller, past or present, arising out of their employment; and
- 3.1.5. any obligations to customers under any return policy of Seller, whether or not such policy is written or oral.

ARTICLE IV PURCHASE PRICE

- 4.1. **Purchase Price.** In consideration for the Assets, Purchaser shall pay Seven Hundred Thousand and No/100 Dollars (\$700,000) cash upon execution of this Agreement, which amount shall be allocated to the Assets in accordance with Schedule 4.1 attached hereto.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

As a material inducement to Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser, knowing and intending that Purchaser relies thereupon in entering into the transactions contemplated hereby:

- 5.1. **Assets of Seller.** Seller has good and merchantable title to all Assets, subject to the security interest of Fleet Capital Corporation, which security interest will be released upon execution of this Agreement.
- 5.2. **Due Organization; Authorization.** Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. This execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary corporate action, and this Agreement is enforceable in accordance with its terms. No consent or approval of any person, other than Fleet Capital Corporation, is required.
- 5.3. **Taxes.** All withholding of payments for withholding taxes, unemployment insurance and other amounts required to be paid to any governmental authority with respect to Seller's employees or

employment obligations for periods ending on or before the last payroll date before the date of this Agreement have been properly withheld and paid over to such governmental authority or properly deposited into the appropriate account(s) for subsequent payment.

- 5.4. **Equipment.** The Equipment constitutes all of the machinery and equipment used in the operation of the Business.
- 5.8. **Litigation.** There are no temporary restraining orders, preliminary injunctions or injunctions in place which affect the transactions contemplated hereby.
- 5.9. **Contemporaneous Exchange for New Value.** Purchaser was one of several entities invited by Seller to bid to purchase the Assets and was in fact the highest bidder. Seller agrees to maintain all documentation relating to the foregoing for a period of two (2) years subsequent to the date hereof and will provide said information to Purchaser upon reasonable request of Purchaser. This Agreement, and the sale of the Assets contemplated hereby, are not related to any prior obligations of Seller to Purchaser and such sale is a contemporaneous exchange for new value.
- 5.10. **Survival of Representations and Warranties.** Except as otherwise provided in this Agreement, all representations and warranties made herein shall survive the closing of the purchase and sale of the Assets.

**ARTICLE SIX
REPRESENTATIONS AND WARRANTIES BY PURCHASER**

As a material inducement to Seller to enter into this Agreement, Purchaser hereby warrants and represents to Seller, knowing and intending that Seller relies thereupon in entering into the transactions contemplated hereby, that:

- 6.1. **Due Incorporation.** Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Minnesota, and has full corporate power to acquire the Assets and to conduct its business.
- 6.2. **Corporate Authorization.** This execution, delivery and performance of this Agreement by Purchaser have been duly and validly authorized by all necessary corporate action, and this Agreement is enforceable in accordance with its terms. No consent or approval of any other person to the consummation of any of the transactions contemplated hereby by Purchaser is required.
- 6.3. **No Breach.** The making of this Agreement and the consummation of all transactions herein provided for will not conflict with or result in a breach of any of the terms, conditions or provisions of Purchaser's certificate of incorporation, by-laws or other governing documents, or any contract or agreement to which Purchaser is a party and by which it is bound.
- 6.4. **Completeness of Statements.** None of the information or documents furnished or to be furnished by Purchaser is false or misleading or misstates a material fact required to be stated therein in order to make the statements therein not misleading.

- 6.5. **Survival of Representations and Warranties.** All representations and warranties made herein shall survive after the closing of the purchase and sale of the Assets.

**ARTICLE SEVEN
COVENANTS**

- 7.1. **Further Assurances.** Each of Seller and Purchaser agrees that it shall, at any time and from time to time on or after the date hereof, upon request of the other party, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or advisable to confirm the transactions contemplated by this Agreement.
- 7.2. **Brokers.** Each of Seller and Purchaser represents and warrants to the other that it has not consulted with any broker in relation to this Agreement, nor has it retained any broker in connection herewith. Each of Seller and Purchaser hereby agrees to defend (with counsel reasonably satisfactory to the other party), indemnify and save and hold the other party harmless from and against any and all claims, damages, liabilities, losses, costs and expenses, commissions or compensation for services by any person, partnership or corporation who or which may have brought about or may claim to have brought about this Agreement by dealing with the indemnifying party or who may claim employment as broker or agent for the indemnifying party for the purpose of negotiation or bringing about this Agreement.
- 7.3. **Subsequent Activity.** Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all claims, damages, liabilities, losses, costs and expenses arising out of Purchaser's use of or activities related to the Assets after the date hereof.

**ARTICLE TEN
MISCELLANEOUS PROVISIONS**

- 10.1. **Fees and Expenses.** Each party shall bear its own fees and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby.
- 10.2. **Entire Agreement.** This Agreement, together with all Schedules and Exhibits, supersedes all prior written and oral and all contemporaneous oral negotiations, understandings and agreements between the parties hereto with respect to the subject matter hereof, all of which prior agreements and understandings are hereby rendered null and void.
- 10.3. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, executors, administrators and assigns.
- 10.4. **Execution of Agreement.** This Agreement may be signed in counterparts, all of which shall be considered an original and together they shall constitute one agreement.

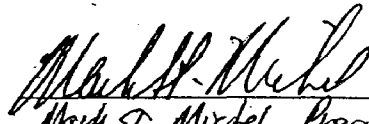
AA WLS

- 10.5. Article and Paragraph Headings. Article and Paragraph headings contained in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.
- 10.6. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Minnesota.
- 10.7. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the making, performance or interpretation thereof, including without limitation alleged fraudulent inducement thereof, will be settled by binding arbitration in Minneapolis, Minnesota by a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof and the parties consent to the jurisdiction of the courts of the State of Minnesota for this purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

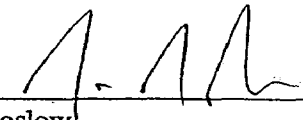
PURCHASER: MEDICAL CONCEPTS DEVELOPMENT, INC.

By:
Its:


Mark St. Michel, President

SELLER: THE CLINIPAD CORPORATION

By:
Its:


Jon Joslow
Chief Operating Officer

AA MCS

FORM UCC-3 / L FORM COMMERCIAL CODE / STATE OF CONNECTICUT
PLEASE TYPE OR PRINT - SEE REVERSE SIDE FOR COMPLETE INSTRUCTION

UCC-3
New. 6/85

1. RETURN COPY TO: Cust. ID# _____ NAME ADDRESS CITY STATE ZIP	SPACE FOR OFFICE USE ONLY
--------------------------------------------------------------------------------------	----------------------------------

2. TYPE OF FILING - Place a check mark next to the appropriate selection.

a. Continuation: The financing statement between the parties named below and bearing the number indicated in item 3 is continued for a subsequent term.
 b. Amendment: The financing statement bearing the number indicated in item 3 is amended as set forth in item 7.
 c. Assignment: The secured party assigns to the assignee named below all rights established under the financing statement bearing the number indicated in item 3.
 d. Partial Assignment: The secured party assigns to the assignee named below rights established under the financing statement bearing the number indicated in item 3 to the extent stated in item 7.
 e. Partial Release: The secured party releases the property set forth in item 7 from the collateral presented in the original financing statement bearing the number indicated in item 3.
 f. Termination: The secured party no longer claims a security interest under the financing statement bearing the number indicated in item 3.

3. THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT NO. 1719264

4. DEBTOR'S FULL LEGAL NAME - Attach 8 1/2 x 11 sheet to present additional debtor information.

IF INDIVIDUAL -OR- IF BUSINESS	LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	S.S. NUMBER
	NAME CLINIPAD CORPORATION, THE				TAXPAYER I.D.#

MAILING ADDRESS (Street or P.O. Box)
 66 High Street

CITY Guilford	STATE CT	COUNTRY USA	POSTAL CODE 06437
------------------	-------------	----------------	----------------------

5. SECURED PARTY'S FULL LEGAL NAME - Attach 8 1/2 x 11 sheet to present additional secured party information.

IF INDIVIDUAL -OR- IF BUSINESS	LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	S.S. NUMBER
	NAME FLEET CAPITAL CORPORATION				TAXPAYER I.D.#

MAILING ADDRESS (Street or P.O. Box)
 200 Glastonbury Boulevard

CITY Glastonbury	STATE CT	COUNTRY USA	POSTAL CODE 06033
---------------------	-------------	----------------	----------------------

6. (IF APPLICABLE) ASSIGNEE'S FULL LEGAL NAME - Attach 8 1/2 x 11 sheet to present additional assignee information.

IF INDIVIDUAL -OR- IF BUSINESS	LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	S.S. NUMBER
	NAME				TAXPAYER I.D.#

MAILING ADDRESS (Street or P.O. Box)

CITY	STATE	COUNTRY	POSTAL CODE
------	-------	---------	-------------

7. Use the following space and attachments referenced below to set forth any information relating to the selection made in item 2 above.

Secured Party hereby releases its security interest in the collateral specifically described on the attached Schedules 2.1.1, 2.1.2, 2.1.5E, 2.1.6

NUMBER OF ADDITIONAL SHEETS PRESENTED 15 FILE WITH STATE OF CONNECTICUT

FLEET CAPITAL CORPORATION

BY: _____

SIGNATURE(S) OF DEBTOR(S) SIGNATURE(S) OF SECURED PARTY (IES)

SCHEDULE 2.1.1

PAGE 1 OF 4

Vi-Drape Equipment List

Description	Model Number	Serial Number	Comments
Colpitt RF Welder	Type 3KW	9309713	
Colpitt Die - 7cm			4 - Dies
Colpitt Die - 12cm			4 Dies
Colpitt Die - 18cm			8 Dies total, 2 are bad
Colpitt Die - 23cm			8 Dies total, 2 are bad
Colpitt Die - 23cm			2 Dies
Impulse Sealer - Audion 25"	AM-600	9210.22100	Equipment Identified as N1
Impulse Sealer - Audion 25"	AM-600	9503.22116.01	Equipment Identified as N3
Impulse Sealer - Audion 42"	1020.6	9605.58520.03	Equipment Identified as W3
Impulse Sealer - Joiston & Kettenbaum 40"	HTM 1000	18128	Equipment Identified as W1
Impulse Sealer - Vertrod 25"	24 PCB/OB	V24980	Equipment Identified as N2
Impulse Sealer - Vertrod 16"	651082		Equipment Identified as N4
Rotoplex Crimp Sealer	Crimp Seal	5360-631	
Twill Tape Winder			
Plastic Winder - Isolation Bag	ALT1VAR5	ATV 15025M	
Plastic Winder - Surgical Film	42730		
Clean Room Equipment & All associated equipment			
Protective Roll Stand for Mylar			
Roll Trolley			
Plastic Bins - Large white			Quantity 10
Die Cabinet			
Chairs - Black			Quantity 5

17
MS

Office Furniture - Desk				
Table - 35" x 74" x 30" h				
Table - 24" x 36" x 34" h				
Table - 48" x 120" x 31" h				
Table - 26" x 36" x 34" h				
Table - 48" x 84" x 32" h				
Table - 50" x 96" x 36" h				
Table - 51.5" x 96" x 32.5" h				
Table 24" x 60" x 34" h				Table used with N3 machine
Table 40" x 108" x 35" h				
Table 24" x 48" x 32.5" h				
Table - 39" x 109" x 31" h				
Table - 24" x 48" x 31" h				
Table - 39" x 39" x 34.5" h				
Table - 24" x 48" x 31" h				
Table - 39" x 109" x 31" h				
Table - 40" x 108" x 31" h				
Table - 24" x 51" x 34" h				Used with W1 machine
Table - 22.5" x 25.5" x 34" h				Place between W1 & N1 machines
Table - 21.5" x 47" x 34" h				Used with N1 machine
Table - 39" x 109" x 30"				
Table - 39" x 108" x 30"				

11

MS

Table - 39" x 39" x 34.5"				
Table - 21" x 20" x 38"				
Table - 39" x 39" x 34.5"				
Table - 39" x 39" x 34.5"				
Table - 23" x 21" x 38"				
Table - 24" x 36" x 32.5"				
All associated spare parts				
ASME Metric Rulers				
Stop Watches				
Counters				
64 Blue tote bins				
3 red tote bins				
3 label dispensers				
5 SS Carts				
Wood Cart				
10 Gray Trash Containers				
3 Safety Cans for Alcohol				

77 JCS

Description	Model #	Serial Number	Comment
Mettler BC15 Scale		5053409-5AA	Asset # 188
AE-200 Mettler			ID # F15263
Mettler PE3000 digital scale		142690	Asset #149
Toledo Scale			ID# 0221
ARO Burst Testing BT1000		BT-791	
Prime Mover Lift	RR30C	RR30C207137	
Crown Order Picker & safety harness			
Pallet Wrapper			
Instron Model 1011			
Floor Scrubber			
BioTest Air Sampler		2111	Asset #146
Nicolet 205 FT-IR Spectrometer		AAC92007C5	Asset #115
Sonicator		56497-1284	Asset #320
Sterigard Laminar Flow Hood		SG14210	Asset #123

SCHEDULE 2.1.2

VDrape_inventory_Incl_Lot_Numbr

FG-32, 99298
Require Sterilization

CHRM	LWHS	ELLOT	LMRB	SKU	Description	Printer Code	OLDCLASS	UMR	Cost	INVTy	INVOGS
37104910	N	002879	A	37104910	VI-DRAPE WOUND PROTEC RING 18C	V	N3	CS	126.53	46	5,820.63
371055	N	922474	A	371055	VI-DRAPE ISOLATION BAG	V	N3	CS	128.47	1	128.47
37105510	N	002674	A	37105510	VI-DRAPE ISOLATION BAG 45X45CM	V	N3	CS	133.10	105	13,975.81
371063	N	918611	A	371063	VI-DRAPE WOUND PROTECTOR	V	N3	CS	117.59	1	117.59
37106310	N	002704	A	37106310	VI-DRAPE WOUND PROTEC RING 23C	V	N3	CS	133.90	48	6,427.41
37624310	N	002961	A	37624310	VI-DRAPE INCISION 2X25 CM	V	N3	CS	50.25	40	2,010.00
37624410	N	002969	A	37624410	VI-DRAPE INCISION 32X43 CM	V	N3	CS	74.89	78	1,481.84
37624510	N	002876	A	37624510	VI-DRAPE INCISION 40X45 CM	V	N3	CS	80.72	35	2,825.32
CK11197	N	0006000031	A	CK11197	ALT POLY POUCH FOR 37624310		11	EA	0.02	7,400	111.00
CK11198	N	0003300008	A	CK11198	PBL POLY POUCH FOR 37624510		11	EA	0.02	6,894	168.5
CK11199	N	0003300007	A	CK11199	ALT POLY POUCH FOR 37624610		11	EA	0.03	7,598	189.5
CK11200	N	0006700033	A	CK11200	HUB T1409/1 3" WOUND RING		11	EA	0.27	1,500	409.35
CK11201	N	9910400047	A	CK11201	HUB T1409/2 5" WOUND RING		11	EA	0.19	13,035	2,526.18
CK11202	N	0004700026	A	CK11202	HUB T1409/3 7" WOUND RING		11	EA	0.34	1,416	486.69
CK11202	N	0006700034	A	CK11202	HUB T1409/3 7" WOUND RING		11	EA	0.34	4,000	1,372.00
CK11203	N	0006700032	A	CK11203	HUB T1409/4 9" WOUND RING		11	EA	0.35	2,629	912.55
CK11204	N	9929500035	A	CK11204	HUB T1409/5 11" WOUND RING		11	EA	0.37	3,673	1,364.01
CK11206	N	0001200069	A	CK11206	ELE INSTRUCTION SHEET FOR FILM		11	EA	0.10	4,286	424.31
CK11206	N	0008700010	A	CK11206	ELE INSTRUCTION SHEET 37106210		11	EA	0.10	5,499	544.40
CK11206	N	9911700032	A	CK11206	ELE INSTRUCTION SHEET 37106210		11	EA	0.10	857	84.84
CK11208	N	9910500018	A	CK11208	FIL INCISE FILM FOR 37624310		11	EA	0.27	1,660	456.67
CK11209	N	9726700076	A	CK11209	FIL INCISE FILM FOR 37624410		11	EA	0.66	14,636	9,643.66
CK11209	N	9802200061	A	CK11209	FIL INCISE FILM FOR 37624410		11	EA	0.66	6,164	4,061.46
CK11210	N	9921400044	A	CK11210	FIL INCISE FILM FOR 37624510		11	EA	1.02	1,201	1,226.10
CK11211	N	0008400003	A	CK11211	FIL INCISE FILM FOR 37624610		11	EA	2.64	5,154	13,583.88
CK11211	M	000700019	A	CK11211	FIL INCISE FILM FOR 37624610		11	EA	2.64	999	2,632.9
CK11213	N	9912300056	A	CK11213	JET PVC FILM FOR 37106210		11	EA	0.03	981	33.3
CK11213	N	9929200016	A	CK11213	JET PVC FILM FOR 37106210		11	EA	0.03	4,099	139.37
CK11214	N	9923100041	A	CK11214	JET PVC FILM FOR 37104910		11	EA	0.05	3,786	183.24
CK11216	N	0004600003	A	CK11216	JET PVC FILM FOR 37106410		11	EA	0.13	2,199	285.87
CK11216	N	9935100064	A	CK11216	JET PVC FILM FOR 37106410		11	EA	0.13	1,699	207.87
CK11216	N	9928900016	A	CK11216	JET PVC FILM FOR 37106410		11	EA	0.13	737	95.81
CK11218	N	0003200002	A	CK11218	DIL INTERIOR PAPER 37105510		11	EA	0.04	6,499	260.25
CK11218	N	0006700040	A	CK11218	DIL INTERIOR PAPER 37105510		11	EA	0.04	20,999	937.82
CK11219	N	0003200003	A	CK11219	DIL EXTERIOR PAPER 37105510		11	EA	0.06	7,100	393.13
CK11224	N	0004600066	A	CK11224	VA #9 1/2" WHITE COTTON TAPE		11	RL	6.50	8	52.00

VDrape Inventory Incl Lot Number: 450006/09/2000001 2:14 PM 1 of 5

CK11226	N	0004800037	A	CK11226	FIL ADHESIVE PATCH SET WOUND				EA	0.14	1,559	221.85
CK11227	N	00106700035	A	CK11227	JET 90X90 PVC FILM FOR WOUND				EA	0.82	704	575.45
CK11229	N	9907600037	A	CK11229	BLK INTERNAL POUCH 37106210				EA	0.07	2,047	148.61
CK11231	N	9928800026	A	CK11231	BLK INTERIOR POUCH 37106310				EA	0.11	6,565	697.20
CK11232	N	9705800002	A	CK11232	BLK INTERIOR POUCH 37106410				EA	0.24	4,331	1,031.86
CK11265	N	9923600085	A	CK11265	DIL F0016 INTERWRAP SURG. FILM				RL	107.38	33	3,575.75
CK11266	N	0004000064	A	CK11266	DIL F0015 KRAFT ROLL PAPER				RL	26.41	116	3,063.56
CK11266	N	9924500063	A	CK11266	DIL F0015 KRAFT ROLL PAPER				RL	26.41	12	316.92
CK11268	N	0004200087	A	CK11268	VAL 03 3/8" COTTON TAPE 371055				RL	33.00	20	660.00
CK11268	N	0003400037	A	CK11268	VAL 03 3/8" COTTON TAPE 371055				RL	33.00	19	627.00
CK11277	N	9924500052	A	CK11277	VCF L11011 FILM FOR SURG DRAPE				FT	0.15	16,792	2,475.14
CK11277	N	9907800024	A	CK11277	VCF L11011 FILM FOR SURG DRAPE				FT	0.15	1,160	169.61
CK11278	N	0003300081	A	CK11278	VCF L11011 FILM FOR ISOLATION				FT	0.14	9,000	1,257.30
CK11278	N	0008000007	A	CK11278	VCF L11011 FILM FOR ISOLATION				FT	0.14	47,550	6,642.74
CK11278	N	0004500046	A	CK11278	VCF L11011 FILM FOR ISOLATION				FT	0.14	48,600	6,789.42
CL1049	N	9808300016	A	CL1049	ELE D8528 CARTON LABEL 371049				EA	0.29	709	205.61
CL1053	N	9802900042	A	CL1053	ELE D8525 CARTON LABEL 371053				EA	0.29	341	98.89
CL1054	N	9808300017	A	CL1054	ELE D8526 CARTON LABEL 371054				EA	0.26	805	209.66
CL1055	N	9801300034	A	CL1055	ELE D8533 CARTON LABEL 371055				EA	0.29	11,821	3,428.09
CL1062	N	9910900061	A	CL1062	ELE D8527 LABEL FOR VI DRAPE				EA	0.29	460	133.40
CL1063	N	9813100122	A	CL1063	ELE D8529 LABEL FOR VI DRAPE				EA	0.29	224	64.96
CL1064	N	9906200031	A	CL1064	ELE D8530 LABEL FOR VI DRAPE				EA	0.29	926	268.54
FBI467	N	0004700035	A	FBI467	S&D FOLDING BOX FOR 371055				EA	0.75	1,325	996.40
FBI467	N	0002800007	A	FBI467	S&D FOLDING BOX FOR 371055				EA	0.75	659	495.57
FBI472	N	9911900002	A	FBI472	S&D FOLDING BOX FOR 371062				EA	3.78	436	1,640.08
FBI473	N	9923100057	A	FBI473	S&D FOLDING BOX 371064				EA	3.66	359	1,312.15
FBI475	N	9916800048	A	FBI475	S&D FOLDING BOX FOR 371064				EA	0.93	275	256.00
FBI476	N	9930600111	A	FBI476	S&D FOLDING BOX FOR 371053				EA	2.09	722	1,511.15
FBI476	N	9934200032	A	FBI476	S&D FOLDING BOX FOR 371053				EA	2.09	200	418.60
FBI478	N	9904800069	A	FBI478	S&D FOLDING BOX FOR 371049				EA	2.56	63	161.41
FBI478	N	0000600049	A	FBI478	S&D FOLDING BOX FOR 371049				EA	2.56	125	320.25
FBI480	N	9909700001	A	FBI480	S&D FOLDING BOX FOR 371063				EA	1.99	280	556.92
FBI533	N	0000600047	A	FBI533	S&D FOLDING BOX FOR 37106910				EA	1.64	342	559.34
FBI534	N	9934200033	A	FBI534	S&D FOLDING BOX FOR 37105510				EA	0.88	202	177.56
FBI536	N	9908800016	A	FBI536	S&D FOLDING BOX FOR 37106210				EA	2.28	71	162.16
FBI536	N	9926800067	A	FBI536	S&D FOLDING BOX FOR 37106210				EA	2.28	600	1,370.40
FBI537	N	0002800008	A	FBI537	S&D FOLDING BOX FOR 37106310				EA	1.66	332	552.28

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FBI538	N	9704900040	A	FBI538	S&D FOLDING BOX FOR 37106410				EA	2.28	138	303.64
FBI543	N	9934200031	A	FBI543	S&D FOLDING BOX FOR 37612210				EA	3.85	402	1,548.50
FBI546	N	9719700040	A	FBI546	S&D FOLDING BOX FOR 37624410				EA	3.44	118	405.68
FBI546	N	0000600048	A	FBI546	S&D FOLDING BOX FOR 37624510				EA	1.04	72	74.77
FBI547	N	9915200002	A	FBI547	S&D FOLDING BOX FOR 37624610				EA	1.56	423	657.77
L1049	N	9927900019	A	L1049	ELE D8261 LABEL FOR VIDRAPE				EA	0.11	4,657	517.19
L1049-10	N	0006000013	A	L1049-10	REX PRINTED POUCH FOR 37104910				EA	0.38	3,075	1,177.73
L1053	N	9924500035	A	L1053	ELE D8269 LABEL FOR VI DRAPE				EA	0.11	1,574	168.42
L1053	N	9930100035	A	L1053	ELE D8263 LABEL FOR VI DRAPE				EA	0.11	5,308	567.96
L1054	N	9921100023	A	L1054	ELE D8264 LABEL FOR VI DRAPE				EA	0.06	1,981	109.75
L1055	N	0004100055	A	L1055	ELE D8265 LABEL FOR 371055				EA	0.05	17,144	925.75
L1055	N	0007400013	A	L1055	ELE D8265 LABEL FOR 371055				EA	0.05	20,999	1,183.5
L1055-10	N	0002800091	A	L1055-10	REX PRINTED POUCH FOR 37106510				EA	0.17	4,785	796.75
L1055-10	N	0008700001	A	L1055-10	REX PRINTED POUCH FOR 37106510				EA	0.17	5,000	832.65
L1055-10	N	9935100080	A	L1055-10	REX PRINTED POUCH FOR 37106510				EA	0.17	36	5.99
L1062	N	0004500032	A	L1062	ELE D8267 LABEL FOR VI DRAPE				EA	0.09	1,028	94.16
L1062-10	N	9913400020	A	L1062-10	REX PRINTED POUCH FOR 37106210				EA	0.27	1,075	291.33
L1062-10	N	9926400011	A	L1062-10	REX PRINTED POUCH FOR 37106210				EA	0.27	5,023	1,361.23
L1063	N	9921100024	A	L1063	ELE D8268 LABEL FOR VI DRAPE				EA	0.13	829	105.28
L1063-10	N	0006000014	A	L1063-10	REX PRINTED POUCH FOR 37106310				EA	0.44	4,905	2,172.92
L1063-10	N	9929200012	A	L1063-10	REX PRINTED POUCH FOR 37106310				EA	0.44	478	211.75
L1064	N	9930100034	A	L1064	ELE D8269 LABEL FOR VI DRAPE				EA	0.15	5,042	777.48
L1064-10	N	9905400048	A	L1064-10	REX PRINTED POUCH FOR 37106410				EA	0.52	2,489	1,287.81
L6122-10	N	9927400028	A	L6122-10	REX PRINTED POUCH FOR 37612210				EA	0.16	2,193	361.54
L6243-10	N	9917300036	A	L6243-10	REX PRINTED POUCH FOR 37624310				EA	0.24	1,351	327.17
L6244-10	N	9909100024	A	L6244-10	REX PRINTED POUCH FOR 37624410				EA	0.19	4,985	924.22
L6244-10	N	9716300001	A	L6244-10	REX PRINTED POUCH FOR 37624410				EA	0.19	802	148.6
L6246-10	N	0006000016	A	L6246-10	REX PRINTED POUCH FOR 37624610				EA	0.37	3,695	1,374.64
PP1434	N	0002700075	A	PP1434	REX HI 199 POUCH FOR 371063				EA	0.32	600	191.21
PP1434	N	9929300036	A	PP1434	REX HI 199 POUCH FOR 371063				EA	0.32	209	66.61
PP1488	N	9935100033	A	PP1488	REX HI 194 POUCH FOR 371049				EA	0.25	999	262.35
PP1489	N	9935000032	A	PP1489	REX HI 196 POUCH INCISE DRAPES				EA	0.22	4,999	1,102.28
PP1489	N	9926000038	A	PP1489	REX HI 195 POUCH INCISE DRAPES				EA	0.22	172	37.93
PP1490	N	0002400117	A	PP1490	REX HI 196 POUCH FOR 371055				EA	0.23	9,278	2,073.12
PP1490	N	0006700047	A	PP1490	REX HI 196 POUCH FOR 371055				EA	0.23	19,999	4,511.77
PP1495	N	0002000020	A	PP1495	REX HI 198 POUCH FOR 371062				EA	0.14	999	137.46
PP1495	N	9932200004	A	PP1495	REX HI 198 POUCH FOR 371062				EA	0.14	62	8.53

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SCHEDULE 2.1.5E

Distributor #	Distributor Name	City	State	Contract	Customer Name	Expiration Date
0018920000	BUFFALO HOSPITAL SUPPLY CO. INC	BUFFALO	NY	CNT705713	ROCHESTER GENERAL HOSPITAL	11/30/2000
0019520000	BURROWS COMPANY	WHEELING	IL	CNT704411	Genesis HealthCare System	07/31/2000
0019520000	BURROWS COMPANY	WHEELING	IL	CNT705704	St. John Health System	12/31/2000
0019850000	BURROWS COMPANY	KENTWOOD	MI	CNT704124	HACKLEY HOSPITAL	03/31/2000
0019850000	BURROWS COMPANY	KENTWOOD	MI	CNT708182	HACKLEY HOSPITAL	09/31/2001
0029860000	CLAFLIN COMPANY	E. PROVIDENCE	RI	CNT705582	Caritas Christi	08/31/2000
0030800000	BERGEN BRUNSWIG MEDICAL CORP	LAKE ZURICH	IL	CNT705710	Henry Ford Health System	11/30/2000
0030800000	BERGEN BRUNSWIG MEDICAL CORP	LAKE ZURICH	IL	CNT705727	METHODIST HOSPITAL OF INDIANA	11/30/2000
0039800000	CARDINAL HEALTH	DUBLIN	OH	CNT703888	Baystate Health System	11/30/2000
0039800000	CARDINAL HEALTH	DUBLIN	OH	CNT706500	CARE GROUP INC.	07/31/2001
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT703376	BAYSTATE MEDICAL CENTER	06/30/2000
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT704133	Baylor Health Care System	03/31/2000
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT704387	Health First, Inc.	06/30/2001
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT704271	MISSION BAY HOSPITAL	04/30/2001
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT704383	MT SINAI MEDICAL CENTER	06/30/2001
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT705793	PALOMAR MEDICAL CENTER	10/31/2000
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT705590	PENN ST UNIV HOSP-MILTON S HER	09/30/2000
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT704080	SARASOTA MEMORIAL HOSPITAL	06/30/2000
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT705715	STRONG MEMORIAL HOSPITAL	11/30/2000
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT704118	St Joseph Health System	06/30/2000
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT709217	VIA HEALTH	03/31/2001
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT704187	WEST HILLS REGIONAL MEDICAL CT	02/28/2001
0058920000	MCKESSON GENERAL MEDICAL CORP	RICHMOND	VA	CNT703905	Mayo Pharmaceutical Purchasing	06/30/2000
0102400000	MEDLINE INDUSTRIES	MADISON	WI	CNT705721	Shands Hospital, Alachua General Hospital	12/31/2000
0107900000	SENECA MEDICAL, INC.	MANDELEIN	IL	CNT705703	CLEVELAND CLINIC FOUNDATION	12/31/2000
0107900000	SENECA MEDICAL, INC.	TIFFIN	OH	CNT705071	VIA HEALTH	12/31/2000
0108400000	CALIGOR	PELHAM MANOR	NY	CNT703239	MT SINAI MEDICAL CENTER	06/30/2000
0108400000	CALIGOR	PELHAM MANOR	NY	CNT705667	Nassau-Suffolk Hospital Shared	12/31/2000
0108400000	CALIGOR	PELHAM MANOR	NY	CNT704407	SUNY HLTH SCIENCE CTR-DOWNSTAT	07/31/2000
0125330000	OWENS & MINOR/SAN DIEGO	SAN DIEGO	CA	CNT709777	Sharp Healthcare	10/31/2000
0125550000	OWENS & MINOR/BRIDGETON	GLEN ALLEN	VA	CNT705698	ALBERT EINSTEIN MEDICAL CENTER	11/30/2000
0125550000	OWENS & MINOR/BRIDGETON	GLEN ALLEN	VA	CNT705696	Crozer-Keystone Health System	11/30/2000
0125550000	OWENS & MINOR/BRIDGETON	GLEN ALLEN	VA	CNT704403	Hospital of the Univ of PA Health System	08/31/2000
0125550000	OWENS & MINOR/BRIDGETON	GLEN ALLEN	VA	CNT706120	Thomas Jefferson University	01/31/2001
0125550000	OWENS & MINOR/PHOENIX	GLEN ALLEN	VA	CNT705475	UNIVERSITY MEDICAL CTR	08/31/2000
0125680000	OWENS & MINOR/LOS ANGELES	CITY OF INDUSTRIAL	CA	CNT704237	LOMA LINDA MERCANTILE	04/30/2001

012520000	OWENS & MINOR/ORLANDO	ORLANDO	FL	CNT704140	BayCare Health System	03/31/2000
012520000	OWENS & MINOR/ORLANDO	ORLANDO	FL	CNT705821	BayCare Health System	06/30/2001
012520000	OWENS & MINOR/ORLANDO	ORLANDO	FL	CNT705722	FLORIDA HOSP - EAST ORLANDO	11/30/2000
012520000	OWENS & MINOR/ORLANDO	ORLANDO	FL	CNT705808	V H A Florida	09/30/2000
012520000	OWENS & MINOR/MINNEAPOLIS	GLEN ALLEN	VA	CNT705731	SNOUX VALLEY HOSPITAL	12/31/2000
012520000	OWENS & MINOR/FRANKLIN	GLEN ALLEN	VA	CNT705708	LAHEY CLINIC MEDICAL CENTER	12/31/2000
012520000	OWENS & MINOR/FRANKLIN	GLEN ALLEN	VA	CNT2251	Partners Health Systems	01/31/2001
012520000	OWENS & MINOR/SAN FRANCISCO	GLEN ALLEN	VA	CNT704432	ROSEVILLE HOSPITAL	06/30/2001
013401000	OWENS & MINOR/SAVAGE	GLEN ALLEN	VA	CNT703883	Dept of Def Hosp - National Capital Area	09/30/2000
013401000	OWENS & MINOR/SAVAGE	GLEN ALLEN	VA	CNT706046	Iowa Health System	12/31/2000
013551000	PROFESSIONAL HOSPITAL SUPPLY	TEMECULA	CA	CNT705464	MISSION HOSPITAL REG MED CTR	06/30/2000
013551000	PROFESSIONAL HOSPITAL SUPPLY	TEMECULA	CA	CNT705760	SOUTHEAST ARIZONA MEDICAL CTR	10/31/2001
013551000	PROFESSIONAL HOSPITAL SUPPLY	TEMECULA	CA	CNT705503	U C S D MEDICAL CTR - HILLCREST	07/31/2001
013560000	OWENS & MINOR/DETROIT	GLEN ALLEN	VA	CNT705712	Genesis Health System	11/30/2000
013560000	OWENS & MINOR/DETROIT	GLEN ALLEN	VA	CNT704214	UNIV OF MICHIGAN HOSPITALS	06/30/2000
014000000	AMERISUNGE MEDICAL SUPPLY, INC.	THORFARE	MD	CNT779429	UNIV OF TENN MEM HOSPITAL	06/30/2000
014930000	OWENS & MINOR/CINCINNATI	GLEN ALLEN	VA	CNT706073	OHIO STATE UNIV HOSPITALS	12/31/2001
014930000	OWENS & MINOR/KANSAS CITY	GLEN ALLEN	VA	CNT705770	St Lukes Health System - MO	11/30/2000
014980000	OWENS & MINOR/RALEIGH	GLEN ALLEN	VA	CNT706054	WAKE COUNTY MEDICAL CENTER	12/31/2001
016025000	OWENS & MINOR/GREENSBURG	GLEN ALLEN	VA	CNT705623	CHARLESTON AREA MED CTR-GEN DV	12/31/2000
016025000	OWENS & MINOR/GREENSBURG	GLEN ALLEN	VA	CNT704297	HACKENSACK MEDICAL CENTER	05/31/2000
016025000	OWENS & MINOR/GREENSBURG	GLEN ALLEN	VA	CNT704412	Rochester Regional Hospital Association	08/31/2000
016025000	OWENS & MINOR/GREENSBURG	GLEN ALLEN	VA	CNT705714	THE MEDICAL CENTER	11/30/2000
016485000	ALLEGIANCE	ALBUQUERQUE	NM	CNT704425	BAPTIST MEDICAL CENTER	08/31/2000
016485000	ALLEGIANCE	ALBUQUERQUE	NM	CNT704078	HOLY CROSS HOSPITAL	06/30/2000
016485000	ALLEGIANCE	ALBUQUERQUE	NM	CNT704342	Kaiser Foundation Hospital	05/31/2000
016485000	ALLEGIANCE	ALBUQUERQUE	NM	CNT705831	Kaiser Permanente	11/30/2000
016485000	ALLEGIANCE	ALBUQUERQUE	NM	CNT704142	MONONGALIA CNTY GENERAL HOSP	08/30/2000
016485000	ALLEGIANCE	ALBUQUERQUE	NM	CNT705858	NEW YORK HOSPITAL	12/31/2000
016485000	ALLEGIANCE	ALBUQUERQUE	NM	CNT704405	North Shore Health System	08/31/2000
016485000	ALLEGIANCE	ALBUQUERQUE	NM	CNT705724	V H A Florida	12/31/2000
016485000	ALLEGIANCE	ALBUQUERQUE	NM	CNT705850	Veterans Administration	12/31/2001
400001	AUTHORIZED DISTRIBUTOR	NA	NA	CNT703759	AmeriNet	12/31/2002
400001	AUTHORIZED DISTRIBUTOR	NA	NA	CNT701785	Defense Personnel Federal	12/31/2000
400001	AUTHORIZED DISTRIBUTOR	NA	NA	CNT703763	HSCA	12/31/2001
400001	AUTHORIZED DISTRIBUTOR	NA	NA	CNT705440	HealthSouth	05/24/2002
400001	AUTHORIZED DISTRIBUTOR	NA	NA	CNT706082	INTERMOUNTAIN HEALTHCARE (HHS)	12/31/2000
400001	AUTHORIZED DISTRIBUTOR	NA	NA	CNT703789	LYNK PURCHASING SERVICES	12/31/2002

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400001	AUTHORIZED DISTRIBUTOR	NA	CNT704182	Purchasing Resource Network	09/30/2000
400001	AUTHORIZED DISTRIBUTOR	NA	CNT701957	SSM - Diversified Health Services	12/31/2000
400001	AUTHORIZED DISTRIBUTOR	NA	CNT704181	TENET - COURTESY	09/30/2000

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Schedule 2.1.6 Intellectual Property

Patent Pending U.S.S.N.: 08/125/705 Vi-Drape Antimicrobial

Patent 3,060,932 Sterile surgical Drape and Method

Patent 3,090,694 Liquid Adhesive Compositions

Vi-Drape trademarks (list attached)

Group Contracts related to Vi-Drape

Distributor contracts related to Vi-Drape

Pre amendment devices registered with the FDA:

Wound Protector

Surgical incision film

Isolation Bag

Adhesive spray

Technical construction files including all CE marking requirements

T-98004 Part A	Isolation Bag
T-98004 Part B	Isolation Bag
T-98002 Part A	Wound Protector
T-98002 Part B	Wound Protector
T-98003 Part A	Surgical incision drape
T-98003 Part B	Surgical incision drape
T-98005	Surgical incision drape

BD 1995 sterilization validation report

1998 Clinipad sterilization revalidation report

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TRADE MARKS TRANSFERRED TO CLINIPAD

Secton Dickinson and Company Date: August 22, 1996

VIDRAPE	DENMARK	R	1121/1967	04/14/1987	REN
VIDRAPE	IRELAND	R	71,370	12/29/1987	REG
VIDRAPE	SOUTH AFRICA	R	66/4831	11/29/1996	REG
VIDRAPE	SOUTH AFRICA	R	66/4830	11/29/1996	REG
VIDRAPE	SWEDEN	R	120,122	06/22/1987	REG
VIDRAPE	TURKEY	R	114,605	10/05/1988	REG
VIDRAPE	UNITED KINGDOM	R	856,150	11/05/1984	REG
VI-DRAPE	ARGENTINA	R	907,777	04/10/1988	REG
VI-DRAPE	AUSTRIA	R	59,289	04/10/1987	REN
VI-DRAPE	BENELUX	R	085,144	12/03/1991	REG
VI-DRAPE	BOLIVIA	R	38,066-A	10/12/1987	REG
VI-DRAPE	BRAZIL	R	006,039,731	02/10/1995	REG
VI-DRAPE	CANADA	R	206,628	04/25/1990	REG
VI-DRAPE	CANADA	R	391,852	12/13/1991	REG
VI-DRAPE	CHILE	R	226,683	12/19/1989	REG
VI-DRAPE	COLOMBIA	A	240,563	02/08/1985	INA
VI-DRAPE	DOMINICAN REPUB	R	18,483	04/15/1990	REG
VI-DRAPE	DOMINICAN REPUB	R	15,821	06/30/1977	REG
VI-DRAPE	ECUADOR	R	2579-93	03/26/1993	REG
VI-DRAPE	EL SALVADOR	R	15,366	10/05/1987	REG
VI-DRAPE	FINLAND	R	51,898	03/05/1988	REG

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Hecton Dickinson and Company Date: August 22, 1996

VI-DRAPE	FRANCE	R	738,819	06/22/1987	REG
VI-DRAPE	GREECE	R	37,407	05/10/1987	REG
VI-DRAPE	GUATEMALA	R	18,717	09/10/1987	REG
VI-DRAPE	HONDURAS	R	14,583	10/06/1987	REG
VI-DRAPE	HONG KONG	R	1006/1967	04/13/1988	REG
VI-DRAPE	INDIA	R	258,834	08/18/1990	REG
VI-DRAPE	INDONESIA	R	175,394	09/08/1983	INA
VI-DRAPE	INTERNATIONAL	R	335,049	05/30/1991	REG
VI-DRAPE	ISRAEL	R	27,754	09/14/1988	REG
VI-DRAPE	NEW ZEALAND	R	83,923	04/21/1988	REG
VI-DRAPE	NICARAGUA	R	18,463	11/12/1988	REG
VI-DRAPE	NORWAY	R	74,018	03/28/1988	REG
VI-DRAPE	PAKISTAN	R	46,648	01/11/1989	REG
VI-DRAPE	PANAMA	R	12,032	04/14/1990	REG
VI-DRAPE	SINGAPORE	R	41,455	04/17/1988	INA
VI-DRAPE	SWITZERLAND	R	351,659	12/23/1986	REG
VI-DRAPE	UNITED STATES	R	985,577	06/04/1994	REG
VI-DRAPE	UNITED STATES	R	775,059	08/11/1984	REG
VI-DRAPE	UNITED STATES	R	666,946	09/09/1978	REG
VI-DRAPE IN KATAKANA	JAPAN	R	897,593	10/29/1991	REG
VI-DRAPE	AUSTRALIA	R	206,032	11/08/1987	REG

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**BFG CLINIPAD
Board of Directors**

CERTIFICATE OF UNANIMOUS CONSENT

RESOLVED: This document authorizes Jon Joslow, Chief Operating Officer and Director of the Board of Directors of BFG Clinipad, to execute any such documents as necessary to effect the sale of all assets associated with the Vi-Drape product line to Medical Concepts Development for a price of \$700,000.

By unanimous consent, the Board of Directors hereby APPROVES the above resolution and affirms the Directors effective this 24th day of May, 2000.

APPROVED:

Peter Gould



Jon Joslow



Gary Brooks

SUBMITTED BY:

Peter Gould, Director and Assistant Secretary

Dated _____

28/05 '00 GIO 02:01 [NR.TX/RX 85441] 003

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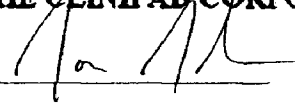
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that The Clinipad Corporation, a Delaware corporation (the "Seller"), for valuable consideration hereby sells, transfers, assigns and conveys unto Medical Concepts Development, a Minnesota corporation (the "Buyer"), its successors, and assigns all of the right, title and interest of the Seller in and to the assets, rights and properties, personal, tangible and intangible, as the same will exist, and with effect as of the close of business on May 25, 2000, as set forth and attached hereto as Exhibit A.

To have and to hold the same unto the Buyer, its successors or assigns, forever, and the Seller does hereby covenant and agree that it will from time to time, if requested by the Buyer, its successors and assigns, execute, acknowledge, and deliver, or will cause to be executed and delivered to the Buyer or its successors or assigns, such and all further acts, transfers, assignments, deeds, powers and assurances of title, and additional papers and instruments, and cause to be done all acts or things as often as may be proper or necessary for better assuring, conveying, transferring and assigning all of the property hereby conveyed, transferred or assigned, and effectively to carry out the intent hereof, and to invest in the entire right, title and interest of the Seller in and to all of the said property.

IN WITNESS WHEREOF, this instrument is executed as of May 25, 2000.

SELLER: THE CLINIPAD CORPORATION

By: 

Its: Coo