

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Asset Purchase Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Uresil Corporation		07/15/2004	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Uresil Acquisition Group, LLC		
<b>Street Address:</b>	5418 W. Touhy Avenue		
<b>City:</b>	Skokie		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60077		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1784008	UREFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)569-3489		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-569-1489		
<b>Email:</b>	IPDOCKET@gcd.com		
<b>Correspondent Name:</b>	Gardner Carton & Douglas LLP		
<b>Address Line 1:</b>	191 N. Wacker Drive, Suite 3700		
<b>Address Line 2:</b>	c/o Barry W. Sufrin, Esq.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	URESIL		
<b>NAME OF SUBMITTER:</b>	Barry W. Sufrin		
<b>Signature:</b>	/Barry W. Sufrin/		
<b>Date:</b>	11/18/2005		

CH \$40.00 1784008

Total Attachments: 12

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is made and entered into this 15th day of July, 2004 (the "Closing" or "Closing Date") by and among UreSil Acquisition Group, LLC, an Illinois limited liability company ("Purchaser"), Lev Melinyshyn, James Sarns, John Morrissey, Gerard Boerger and Larry Rebodos (collectively referred to as the "Purchaser Members") and UreSil, L.P., a Delaware limited partnership ("Seller"), UreSil Corporation, an Illinois corporation ("UreSil Corp") and Sheila Goldberg ("Goldberg").

### WITNESSETH

WHEREAS, Seller is engaged in the business of designing, developing, manufacturing, marketing and distributing disposable medical devices (the "Business");

WHEREAS, UreSil Corp, as the limited partner of UreSil, L.P., and G.M.T. of Illinois, Inc. ("G.M.T."), as the general partner of Seller, owns all of the partnership interests in Seller;

WHEREAS, Goldberg owns or controls beneficially and of record a majority of the issued and outstanding capital stock of UreSil Corp and will be financially benefited by the consummation of the transactions described in and contemplated by this Agreement, and

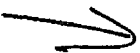
WHEREAS, Seller and UreSil Corp desire to sell to Purchaser all of the assets of Seller and of UreSil Corp used or useable in the Business and Purchaser desires to purchase such assets and assume all of the liabilities and obligations of Seller and the Business (other than the Excluded Liabilities defined in Section 1.3).

NOW, THEREFORE, in consideration of the foregoing, and of the mutual representations, covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agrees as follows:

#### 1. PURCHASE OF ASSETS.

1.1 Purchase and Sale of Purchased Assets. Seller and UreSil Corp hereby sell, transfer, convey, assign and deliver to Purchaser and Purchaser hereby purchases and takes possession of all right, title and interest in all personal, tangible, intangible and other properties, rights and other assets of any kind owned by Seller and owned by UreSil Corp which are used or useable in the operation or administration of the Business (the "Purchased Assets"). The Purchased Assets include, without limitation, the following assets or rights of Seller and are subject to the disclosure statement of Purchaser under Section 3.5(c) below:

- (a) all cash and bank accounts of Seller, including, without limitation, those accounts described upon Schedule 1(a);

- (b) all accounts receivable, including, without limitation, those accounts described upon Schedule 1(b);
- (c) all inventory;
- (d) all equipment, fixtures, furniture, supplies and product molds, including, without limitation, those product molds described upon Schedule 1(d);
- (e) all vehicles;
- (f) all of Seller's rights under contracts, including, without limitation, those contracts described upon Schedule 1(f);
-  (g) all of Seller's and UreSil Corp's rights to trademarks, trade names, service marks, patents, copyrights (including any registrations, applications, licenses or rights relating to any of the foregoing), technology, trade secrets, inventions, know-how, designs and corporate and business names (including without limitation the name "UreSil"), including, without limitation, those items described upon Schedule 1(g);
- (h) all books and records, all customer and prospective customer lists, accounting and credit records, accounts receivable records, sales and business records, closed purchase orders, inventory records, product complaint records, test reports, warranty records, manuals, operating and distribution records, vendor records, sales and marketing material and all other documents maintained relating to the operation of the Business (collectively, "Records"), provided that Purchaser will retain and make available to Seller all Records for not less than five (5) years following the Closing Date for Seller's inspection and copying, at Seller's sole expense, upon reasonable request and during normal business hours;
- (i) all telephone numbers and email addresses, websites, domain names and URL's;
- (j) all assignable permits, licenses, approvals and authorizations issued by governmental authorities;
- (k) all credits, prepaid expenses, advance payments, deposits tax escrows and refunds pursuant to cancellation of insurance policies;
- (l) all rights in and to any restrictive covenants, confidentiality and non-disclosure agreements and other obligations of present and former

that Purchaser and its members, directors, officers, employees and agents are not aware of any facts or circumstances not disclosed in this Agreement or the Schedules hereto which would cause any of the representations and warranties of Seller to not be true and caused in all respects or which would or could cause Seller to incur any obligation or liability, absolute or contingent, not otherwise disclosed in this Agreement or the Schedules hereto.

- (c) Purchaser represents and acknowledges that (i) Purchaser has prepared the Schedules under Section 1.1, (ii) the Schedules under Section 1.1 are set forth herein for informational purposes only, (iii) Seller, UreSil Corp and Goldberg are not making any representations or warranties whatsoever as to the content, accuracy and/or completeness of the Schedules under Section 1.1, including without limitation any representations or warranties as to the existence or omission of any assets set forth on such Schedules and (iv) Seller, UreSil Corp and/or Goldberg shall not be liable in any manner for any claims relating to the content, accuracy and/or completeness of the Schedules under Section 1.1.

#### 4. CLOSING DELIVERIES.

4.1 Seller's Closing Deliveries. Concurrently herewith, Seller or UreSil Corp, as applicable, is delivering to Purchaser:

- (a) the Purchased Assets;
- (b) General Assignment, Bill of Sale and Assumption of Assumed Liabilities Agreement in the form attached hereto as Exhibit 4.1(b) and other documents or instruments of conveyance, transfer or assignment as necessary to assign, vest and confirm in and to Purchaser all right, title and interest in and to the Purchased Assets and Purchaser's assumption of the Assumed Liabilities (the "Bill of Sale and Assumption Agreement");
- (c) the Landlord Estoppel and Assignment and Assumption of Lease in the form attached hereto as Exhibit 4.1(c) (the "Lease Assignment");
- (d) Assignment of Patents conveying to Purchaser Seller's interests to its patents and patent applications in the form attached hereto as Exhibit 4.1(d) (the "Patent Assignments");
- (e) Assignment of Trademarks conveying to Purchaser Seller's interests to its trademarks and trademark applications;
- (f) a Certificate of Authority certifying as to the validity of the Seller approving and authorizing the execution, delivery and performance of this Agreement

## SCHEDULES

Schedule 1(a) –Bank Accounts  
Schedule 1(b) –Accounts Receivable  
Schedule 1(d) –Product Molds  
Schedule 1(f) –Contracts  
↓ Schedule 1(g) –Intellectual Property  
Schedule 1.3 –Excluded Liabilities  
Schedule 1.5 – Allocation of Purchase Price  
Schedule 2.2 – Partnership Interests and Shareholders  
Schedule 3.2 - Purchaser Membership Interests  
Schedule 4.2(f) – Incentive Agreements

SCHEDULE 1(G)  
INTELLECTUAL PROPERTY

**I. Pending Patent Applications**

Country	Inventor	Serial No.	Filing Date	Title
EUROPEAN PATENT OFFICE	GOLDBERG ET AL.	03009185.4	4/22/3	THORACTIC VENT KIT
JAPAN	GOLDBERG ET AL.	02003-2795	1/9/3	THORACTIC VENT KIT
UNITED STATES	GOLDBERG ET AL.	010/127954	4/23/2	THORACTIC VENT KIT
UNITED STATES	GOLDBERG ET AL.	010/408963	4/8/3	SURGICAL VALVE CUTTER
UNITED STATES	SUVAL, W.	010/806641	3/23/4	SURGICAL TOOL FOR TREATING VARICOSE VEINS

**II. Active Trademarks**

1. Uresil LP

Trademark	Status	Our File No.	Appln. No. Appln. Date	Reg. No. Reg. Date	Class(es)
<b>TRU-INCISE</b>					
European Community	Pending	204345-9004	3147626 28-May-03		10
United States of America	Registered	204345-9003	76/415533 05-Jun-02	2803309 06-Jan-04	10
<b>URESIL</b>					
United States of America	Registered	204345-00003	743349 01-Aug-88	1537324 02-May-89	10

2. Uresil Corporation

Trademark	Status	Our File No.	Appln. No. Appln. Date	Reg. No. Reg. Date	Class(es)
<b>CHOLE-CATH</b>					
Germany	Registered	204345-00286-10	U8316/10 25-Oct-91	2049855 18-Nov-93	10
<b>Spain</b>					
	Registered	204345-00036	1764536 31-May-93	1764536 31-May-93	10
<b>United Kingdom</b>					
	Registered	204345-00294	1487689 14-Jan-92	1487689 14-Jan-92	10
<b>United States of America</b>					
	Registered	204345-00029	74/588565 17-Oct-94	1942457 19-Dec-95	10
<b>MINI-PIGTAIL</b>					
<b>United States of America</b>					
	Registered	204345-00304	75/688067 22-Apr-99	2398804 24-Oct-00	10
<b>POST-STYCK</b>					
<b>United States of America</b>					
	Registered	204345-00301	75/089045 16-Apr-96	2072875 17-Jun-97	10
<b>TRU-CLOSE</b>					
<b>Germany</b>					
	Registered	204345-00283	U8313/10 wz 25-Oct-91	2045176 17-Sep-93	10
<b>Spain</b>					
	Registered	204345-00035	1764535 31-May-93	1764535 31-May-93	10
<b>United Kingdom</b>					
	Registered	204345-00291	B1487683 14-Jan-92	1487683 14-Jan-92	10



Trademark	Status	Our File No.	Apph. No. Apph. Date	Reg. No. Reg. Date	Class(es)
United States of America	Registered	204345-00295	303827 11-Aug-92	1777761 22-Jan-93	10
<b>UREFLEX</b> Spain	Registered	204345-00298	1764538 31-May-93	1764538 31-May-93	17
United States of America	Registered	204345-00030	303855 11-Aug-92	17894008 27-Jul-93	10
<b>URESIL</b>					
Germany	Registered	204345-00005	05-Jan-89	1182657 29-Nov-91	10
Illinois	Registered	204345-00278		082781 19-Oct-98	10
Spain	Registered	204345-00299	1764539 31-May-93	1764539 31-May-93	10
United Kingdom	Registered	204345-00032-10	2270046 15-May-01	2270046 15-May-01	10
<b>III. Active Patents</b>					
1. Uresil, L.P.					

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
CHEST DRAINAGE APPARATUS WITH									

<i>Title</i>	<i>Owner Name</i>	<i>Case No.</i>	<i>Country Name</i>	<i>Status</i>	<i>Appl. No. Filing Date</i>	<i>Priority No. Priority Date</i>	<i>Publication No. Publication Date</i>	<i>Patent No. Issue Date</i>	<i>Expiration Date</i>
AMBIENT AIR SEALING	Uresil, L.P.	204345-00100	United States of America	Granted	06/718,519 01-Apr-1985			4,664,660 12-May-1987	01-Apr-2005
TOMOGRAPHIC DENSITOMETER	Ormaz Partners (Uresil, L.P.)	204345-00142	Canada	Pending	2170900 01-Sep-1994	02-Sep-1993			
	Ormaz Partners (Uresil, L.P.)	204345-00144	Japan	Pending	508258/94 01-Sep-1994	01-Sep-1994			

2. Uresil Corporation

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
APPARATUS & METHOD FOR COLLECTING BODY FLUIDS	Uresil Corporation	204345-00107	Spain	Granted	0129290 21-Jan-1993	07/228,935 02-Aug-1988		0129290 13-Sep-1993	13-Sep-2013
	Uresil Corporation	204345-00077	United States of America	Granted	07/591,796 02-Oct-1990	07/228,935 02-Aug-1988		5,102,404 07-Apr-1992	07-Apr-2009
APPARATUS FOR LOCATING BODY CAVITIES	Uresil Corporation	204345-00094	United States of America	Granted	07/924,407 03-Aug-1992	07/058,400 05-Jun-1987		5,356,386 18-Oct-1994	31-May-2005
	Uresil Corporation	204345-00322	United States of America	Granted	07/310,366 13-Feb-1989	07/058,400 05-Jun-1987		4,944,724 31-Jul-1990	31-Jul-2007
CATHETER	Uresil Corporation	204345-00133	United States of America	Granted	08/557,716 13-Nov-1995			5,643,228 01-Jul-1997	13-Nov-2015
	Uresil Corporation	204345-00108	United States of America	Granted	08/532,236 22-Sep-1995	08/157,672 23-Nov-1993		5,833,666 10-Nov-1998	23-Nov-2013
CATHETER FIXATION ASSEMBLY	Uresil Corporation	204345-00108	United States of America	Granted	08/532,236 22-Sep-1995	08/157,672 23-Nov-1993		5,833,666 10-Nov-1998	23-Nov-2013

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
CHEST DRAINAGE APPARATUS	Uresil Corporation	204345-00071	Japan	Granted	505086/86 16-Sep-1986			1727044 29-Jan-1993	16-Sep-2006
	Uresil Corporation	204345-00073	United Kingdom	Granted	86906070.7 16-Sep-1986			0323451 28-Aug-1991	16-Sep-2006
DEVICE AND METHOD FOR PROVIDING PROTECTION FROM EMBOLI AND PREVENTING OCCLUSION OF BLOOD VESSELS	Uresil Corporation	204345-00378	United States of America	Granted	07/301,656 25-Jan-1989			5,152,777 06-Oct-1992	06-Oct-2009
	Uresil Corporation	204345-00318	Argentina	Granted	303871 06-May-1986			237646 30-Sep-1988	30-Sep-2003
INFLATON FOR A TEAT CUP	Uresil Corporation	204345-00136	Canada	Pending	2163478 22-Nov-1995				
	Uresil Corporation	204345-00135	Italy	Granted	MI95A00240 21-Nov-1995	08/344,178 03-Nov-1994		01279063 04-Dec-1997	21-Nov-2015
LOCKING CATHETER SYSTEM	Uresil Corporation	204345-00137	Japan	Granted	305864/95 24-Nov-1995	23-Nov-1994	252320/96 252320/96	3120270 20-Oct-2000	24-Nov-2015

Title	Owner Name	Case No.	Country Name	Status	Appl. No. Filing Date	Priority No. Priority Date	Publication No. Publication Date	Patent No. Issue Date	Expiration Date
ONE-WAY VALVE	Uresil Corporation	204345-00095	United States of America	Granted	08/157,648 24-Nov-1993			5,352,198 04-Oct-1994	24-Nov-2013
	Uresil Corporation	204345-00131	United States of America	Granted	08/344,178 23-Nov-1994			5,522,400 04-Jun-1996	23-Nov-2014
	Uresil Corporation	204345-00328	Japan	Granted	508090/1988 09-Sep-1988	07/097,181 16-Sep-1987		2740532 23-Jan-1998	09-Sep-2008
SUCTION DRAINAGE RECEPTACLE	Uresil Corporation	204345-00324	United States of America	Granted	07/237,849 31-Aug-1988			4,949,756 21-Aug-1990	31-Aug-2008
	Uresil Corporation	204345-0325	United States of America	Granted	07/336,613 06-Apr-1989	07/097,171 16-Sep-1987		4,966,197 30-Oct-1990	30-Oct-2007
SURGICAL DRAINAGE UNIT	Uresil Corporation	204345-00081	United States of America	Granted	07/844,698 03-Mar-1992			D344,331 15-Feb-1994	15-Feb-2008
	Uresil Corporation	204345-00349	United States of America	Granted	07/097,085 16-Sep-1987			D312,132 13-Nov-1990	13-Nov-2004
VENOUS VALVE CUTTER	Uresil Corporation	204345-00123	Australia	Granted	39766/93 09-Apr-1993			673522 09-Apr-1997	09-Apr-2013
	Uresil Corporation	204345-00124	European Patent Office	Granted	93909302.7 09-Apr-1993			00/38 00/38 0680281 20-Sep-2000	09-Apr-2013

<i>Title</i>	<i>Owner Name</i>	<i>Case No.</i>	<i>Country Name</i>	<i>Status</i>	<i>Appl. No. Filing Date</i>	<i>Priority No. Priority Date</i>	<i>Publication No. Publication Date</i>	<i>Patent No. Issue Date</i>	<i>Expiration Date</i>
	Uresil Corporation	204345-00124	France	Granted	93909302.7 09-Apr-1993		00/38 00/38	0680281 20-Sep-2000	09-Apr-2013
	Uresil Corporation	204345-00124	Germany	Granted	93909302.7 09-Apr-1993		00/38 00/38	0680281 20-Sep-2000	09-Apr-2013
	Uresil Corporation	204345-00124	Italy	Granted	93909302.7 09-Apr-1993		00/38 00/38	0680281 20-Sep-2000	09-Apr-2013
	Uresil Corporation	204345-00126	Japan	Granted	518501/1993 09-Apr-1993	08/865,850 09-Apr-1992		33211665 21-Jun-2002	09-Apr-2013
	Uresil Corporation	204345-00111	United States of America	Granted	08/313,229 09-Jan-1995	07/865,850 04-Apr-1992		5,601,580 11-Feb-1997	11-Feb-2014
VENOUS VALVE CUTTER FOR IN SITU INCISION OF VENOUS VALVE LEAFLETS	Uresil Corporation	204345-00358	United States of America	Granted	07/865,850 09-Apr-1992			5,304,189 19-Apr-1994	09-Apr-2012

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