

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medtexx Partners, Inc.		03/15/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Jaya Medical Supplies, Inc.		
Composed Of:	COMPOSED OF Mr. Siau Woei Law		
Street Address:	216 Charles Street		
City:	Hackensack		
State/Country:	NEW JERSEY		
Postal Code:	07601		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76225637	BLACK DRAGON	
CORRESPONDENCE DATA			
Fax Number:	(818)380-1908		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	818-380-1900		
Email:	jalumit@patelalumit.com		
Correspondent Name:	John Alumit		
Address Line 1:	16830 Ventura Blvd., Suite 360		
Address Line 4:	Encino, CALIFORNIA 91436		
ATTORNEY DOCKET NUMBER:	TML		
NAME OF SUBMITTER:	John Alumit		
Signature:	/john alumit/		
Date:	05/15/2006		

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Total Attachments: 20

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SALE AND PURCHASE AGREEMENT

BETWEEN : Medtexx Partners, Inc., ("MPI")
a Florida corporation
216 Charles Street
Hackensack, NJ 07601
Phone: (201) 488-8086
Fax: (201) 488-8301

Shareholder of MPI: ("LPB")
Latexx Partners Berhad,
a Malaysian corporation
PT 5054 Kamunting Industrial
P.O. Box 9
34600 Kamunting, Taiping
Perak, Malaysia
Phone: 011-605-891-5555
Fax: 011-605-891-2688

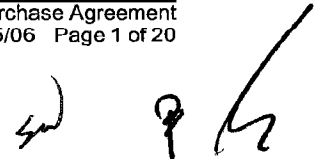
AND : Jaya Medical Supplies, Inc., ("Jaya")
a New Jersey corporation
216 Charles Street
Hackensack, NJ 07601
Phone: (201) 488-8086
Fax: (201) 488-8301

Shareholder of Jaya: ("Law")
Mr. Siau Woei Law
216 Charles Street
Hackensack, NJ 07601
Phone: (201) 488-8086
Fax: (201) 488-8301

Recitals

Whereas, MPI operates a business primarily engaged in manufacturing latex products. MPI owns equipment, inventories, contract rights, leasehold interests, and miscellaneous assets used in connection with the operation of its business; and

Whereas, Jaya desires to acquire substantially all the assets used or useful, or intended to be used, in the operation of MPI's business, and MPI desires to sell such assets to Jaya; and



Whereas, LPB is the sole shareholder of MPI (also "Selling Shareholder") and Law is the sole shareholder of Jaya;

Agreement

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Assets Purchased; Liabilities Assumed

1.1. **Assets Purchased.** MPI agrees to sell to Jaya and Jaya agrees to purchase from MPI, on the terms and conditions set forth in this Agreement, the following assets ("Assets"):

1.1.1. All equipment, tools, furniture, and fixtures, including electronics equipment and telephones, listed on attached Schedule 1.1.1, together with any replacements or additions to the equipment, etc., made before the closing date.

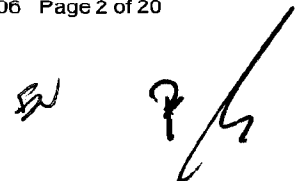
1.1.2. The inventory of supplies and merchandise owned by MPI and identified on Schedule 1.1.2, together with any replacements or additions to the inventories made before the closing date, but excluding inventory disposed of in the ordinary course of MPI's business.

1.1.3. All equipment leases, real property leases, distributorship agreements, and other contracts listed on Schedule 1.1.3.

1.1.4. Leasehold improvements installed by MPI on the premises that are the subject of the real property lease agreement identified on Schedule 1.1.3.

1.1.5. All of MPI's rights under sales orders and contracts of sale for merchandise inventory to which MPI is a party and all of MPI's rights under purchase orders and contracts for the purchase of merchandise to which MPI is a party, including those entered into in the ordinary course of business before the closing date.

1.1.6. All patents, trademarks, trade names, copyrights, and service marks of MPI (including but not limited to *Medtexx* and the marks set forth on Schedule 1.1.6), all related goodwill, all registrations for them, all applications pending for them, and all other proprietary rights and intangible property of MPI, including trade secrets, inventions, technology, software, operating systems, customer lists, customer relationships, customer agreements, customer understandings, drawings, blueprints, know-how, formulae, slogans, processes, and operating rights and all other such items listed on Schedule 1.1.6 and all such items acquired by MPI or coming into existence on or before the Closing Date;



1.1.7. To the extent transferable, all approvals, authorizations, consents, licenses, permits, franchises, tariffs, orders, and other registrations of any federal, state, or local court or other governmental department, commission, board, bureau, agency, or instrumentality held by MPI and required or appropriate for the conduct of the business of MPI, including without limitation all such items listed on Schedule 1.1.7 and all such items granted or received on or before the Closing Date;

1.1.8. All accounts receivable and other receivables of MPI, including without limitation all receivables listed on Schedule 1.1.8 and all receivables acquired on or before the Closing Date, other than to the extent that those receivables have been collected by MPI in the ordinary course of business before the Closing Date;

1.1.9. All choses in action, causes of action, and other similar rights of MPI, including without limitation all such items listed on Schedule 1.1.9 and all such items arising or acquired on or before the Closing Date;

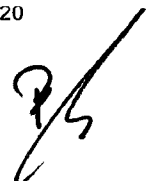
1.1.10. All prepaid and deferred items of MPI, other than prepaid insurance and taxes, but including without limitation prepaid rent and unbilled charges and deposits relating to the business of MPI.

1.1.11. All correspondence, engineering and plant records, and other similar documents and records;

1.1.12. All assignable rights, if any, to all telephone lines and numbers used in the conduct of the business of MPI, including without limitation those listed on Schedule 1.1.12.

1.2. Liabilities Assumed. Jaya shall accept the assignment and assume responsibility for all unfilled orders from customers of MPI assigned to Jaya pursuant to Paragraph 1.1.5, shall assume responsibility of payment for purchase orders for inventory items that have been placed by MPI before the closing date but that will not be delivered until after the closing date, and shall assume and perform all of MPI's obligations under the leases and other contracts listed on Schedule 1.1.3. All obligations and liabilities of MPI not described in this Paragraph 1.2 shall remain and be the obligations and liabilities solely of MPI and shall not be assumed by Jaya.

2. Excluded Assets. Excluded from this sale and purchase are MPI's accounts receivable, cash, notes receivable, prepaid accounts, inventory not specified on Schedule 1.1.2, and any other assets of the business not specified in Section 1.1

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3. **Purchase Price for Assets Other Than Inventories.** The purchase price for the Assets, excluding inventories, shall be Six Thousand Ninety Nine Dollars (\$6,099) allocated as follows:

Leasehold Improvements	\$ _____
Equipment, Contracts and Leases, Furniture and Other Personal Property	\$ _____
Goodwill	\$ _____
TOTAL	\$ _____

4. **Purchase Price for Inventories.** The purchase price for the purchased inventory is Eighty Two Thousand Nine Hundred Sixty One Dollars Sixteen Cents (82,961.16).

5. **Payment of Purchase Price.** The price for the Assets, plus a reimbursement of MPI's lease security deposit in the amount of Six Thousand Eight Hundred Ten Dollars (\$6,810), shall be paid as follows, via wire transfer or company check:

At closing	\$25,000.00
March 31, 2006	25,000.00
April 28, 2006	25,000.00
May 31, 2006	20,870.16

6. **Adjustments.** The operation of MPI's business and related income and expenses up to the close of business on the day before the closing date shall be for the account of MPI and thereafter for the account of Jaya. Expenses, including but not limited to utilities, personal property taxes, rents, real property taxes, wages, vacation pay, payroll taxes, and fringe benefits of employees of MPI, shall be prorated between MPI and Jaya as of the close of business on the closing date, the proration to be made and paid, insofar as reasonably possible, on the closing date, with settlement of any remaining items to be made within five (5) days following the closing date.

7. **Other Agreements.** At closing, the parties shall execute the lease assumption, attached hereto as Schedule 7, pertaining to the office and warehouse premises covered by the Lease identified in Schedule 1.1.3 effective March 10, 2006, and transferring the right to the security deposit to Jaya.

8. **Collection of MPI's Accounts Receivable.** At closing, or as soon as practicable thereafter, MPI will deliver to Jaya a Schedule of MPI's accounts receivable resulting from business accrued for the period ending as of the close of business on the day before the closing date. Jaya will collect MPI's accounts receivable for the account of MPI and remit monthly to MPI an accounting for any funds received for a period of one hundred and twenty (120) days after the closing date. Jaya shall thereafter be relieved of any further liability or responsibility for

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collection of MPI's accounts receivable. The obligations of Jaya under these provisions are to collect such accounts receivable in the ordinary and normal course of business and do not extend to the institution of litigation, employment of counsel or other collection agents, or extraordinary means of collection. Unless otherwise specified by the payor, all accounts receivable collected by Jaya shall first be applied to the oldest indebtedness of the payor. Jaya will remit collected funds _____.

9. MPI's and Selling Shareholder's Representations and Warranties. As used in this Agreement, *Material Adverse Effect* means a material adverse effect on the business, results of operations, financial position, assets, or prospects of MPI, which shall in any event include any adverse effect on the shareholders' equity, assets, revenue, or net income of MPI in excess of \$[10,000]; and *Material Adverse Change* means any change that has resulted, will result or is likely to result in a Material Adverse Effect." Subject to and except as disclosed by MPI in the Schedule of Exceptions attached hereto that correspond to the sections for which disclosures are made, MPI represents and warrants to the Jaya as follows:

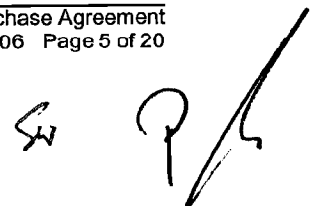
9.1. Corporate Existence. MPI is now and on the closing date will be a corporation duly organized and validly existing under the laws of the State of Florida and as a foreign profit corporation in the State of New Jersey. MPI has all requisite corporate power and authority to own, operate, or lease the Assets, as the case may be, and to carry on its business as now being conducted.

9.2. Authorization The execution, delivery, and performance of this Agreement have been duly authorized and approved by the board of director and shareholders of MPI, and this Agreement constitutes a valid and binding agreement of MPI, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency, or similar laws affecting the enforcement of creditors' rights or by the application of general principles of equity.

9.3. Brokers and Finders. Neither MPI nor Selling Shareholder has employed any broker or finder in connection with the transactions contemplated by this Agreement, or taken action that would give rise to a valid claim against any party for a brokerage commission, finder's fee, or other like payment.

9.4. Transfer Not Subject to Encumbrances or Third-Party Approval. The execution and delivery of this Agreement by MPI and Selling Shareholder, and the consummation of the contemplated transactions, will not result in the creation or imposition of any valid lien, charge, or encumbrance on any of the Assets, and will not require the authorization, consent, or approval of any third party, including any governmental subdivision or regulatory agency.

9.5. Noncancelable Contracts. At the time of closing, there will be no material leases, employment contracts, contracts for services or maintenance, or other similar contracts existing or relating to or connected with the operation of MPI's business not cancelable within thirty (30) days, except those Agreements listed on Schedule 1.1.3.



9.6. Compliance with Codes and Regulations. MPI and Selling Shareholder have no knowledge that leasehold improvements violate any provisions of any applicable building codes, fire regulations, building restrictions, or other ordinances, orders, or regulations.

9.7. Litigation. MPI and Selling Shareholder have no knowledge of any claim, litigation, proceeding, or investigation pending or threatened against MPI that might result in any Material Adverse Change in the business or condition of the Assets being conveyed under this Agreement, except for the Ambiderm Patent and Trademark Office opposition.

9.8. Compliance with Laws. To the best of its knowledge, MPI has at all relevant times conducted its business in compliance with its articles of incorporation, its bylaws, and all applicable laws and regulations. To the best of MPI's knowledge, MPI is not in violation of any applicable laws or regulations, other than violations that singly or in the aggregate do not, and, with the passage of time will not, have a Material Adverse Effect. MPI is not subject to any outstanding order, writ, injunction, or decree, and MPI has not been charged with, or threatened with a charge of, a violation of any provision of federal, state, or local law or regulation.

9.9. Employment Matters

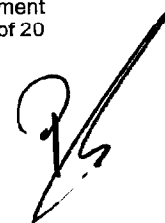
9.9.1. Labor Matters

- (a) MPI is not a party or otherwise subject to any collective bargaining or other agreement governing the wages, hours, or terms of employment of its employees.
- (b) There is no (1) unfair labor practice complaint against MPI pending before the National Labor Relations Board or any other governmental authority; (2) labor strike, slowdown, or work stoppage actually occurring or, to the best of the knowledge of MPI and the Shareholders, threatened against MPI; (3) representation petition respecting MPI's employees pending before the National Labor Relations Board; or (4) grievance or any arbitration proceeding pending arising out of or under collective bargaining agreements applicable to MPI.
- (c) MPI has not experienced any primary work stoppage or other organized work stoppage involving its employees in the past two years.

9.9.2. Employment Claims. Except as disclosed on Schedule 9.9.2, there are no pending claims and, to MPI's best knowledge, no threatened claims by or on behalf of any of its employees under any federal, state, or local labor or employment laws or regulations.

9.9.3. Employee Benefits. Schedule 9.9.3 lists all pension, retirement, profit-sharing, deferred compensation, bonus, commission, incentive, life insurance,

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health and disability insurance, hospitalization, and all other employee benefit plans or arrangements (including, without limitation, any contracts or agreements with trustees, insurance companies, or others relating to any such employee benefit plans or arrangements) established or maintained by MPI (the "Plans"), and complete and accurate copies of all of the Plans have been provided to Jaya. None of the Plans is a defined benefit pension plan under Title IV of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

9.9.4. Employment Agreements. Except as disclosed on Schedule 9.9.4, each of MPI's employees is an "at-will" employee and there are no written employment, commission, or compensation agreements of any kind between MPI and any of its employees. Schedule 9.9.4 lists all MPI's employment or supervisory manuals, employment or supervisory policies, and written information generally provided to employees (such as applications or notices), and true and complete copies of those manuals, policies, and written information have been provided to Jaya. MPI does not have any agreements or understandings with its employees except as reflected in the items listed in Schedules 9.9.4.

9.9.5. Severance. Except as set forth in Schedule 9.9.5, MPI has no severance pay plan, policy, practice, or agreement with any of its employees.

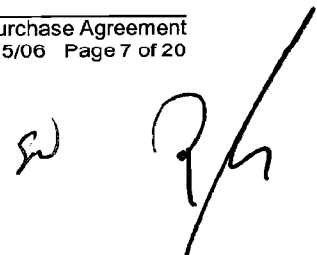
9.10. Tangible Assets

9.10.1. Real Property. MPI does not have any ownership interest in any real property.

9.10.2. Personal Property. Schedule 9.10.2 contains a complete and accurate list of all the tangible personal property owned by MPI ("Tangible Personal Property"). The Assets include all of the assets, properties, and rights owned or used by MPI in the Business or necessary to maintain and operate the Business.

9.11. Intellectual Property. Schedule 9.11 contains a complete and accurate list of MPI's patents, trademarks, trade names, copyrights, technology, know-how, processes, related applications, and other intellectual property used in the Business ("Intellectual Property"). MPI owns all its Intellectual Property free and clear of all liens, claims, and encumbrances. MPI's use of its Intellectual Property does not create any conflict with or infringe upon any rights of any other person and no claims of conflict or infringement have been asserted against MPI. Schedule 9.11 also describes all agreements, licenses, permits, and other instruments under which MPI has acquired or been granted or sold or granted a right to use any Intellectual Property, together with a brief description of such Intellectual Property.

9.12. Leases. MPI is not a party to any real property lease other than as set forth on Schedule 1.1.3.



9.13. Title and Condition of Tangible Assets

9.13.1. MPI owns all of its assets and properties described on Schedule 9.13.1 free and clear of all mortgages, pledges, security interests, options, claims, charges, or other encumbrances or restrictions of any kind, except

- (a) Liens disclosed on Schedule 9.13.1; and
- (b) Liens for taxes not yet due or being contested in good faith.

9.13.2. MPI has good and absolute title to the Tangible Personal Property.

9.13.3. All Tangible Personal Property has been maintained and operated in accordance with manufacturers' specifications and prudent industry practices, is in a good state of maintenance and repair, ordinary wear and tear excepted, and is adequate for the conduct of MPI's business.

9.13.4. The plants, buildings, and structures leased by MPI currently have access to

- (a) Public roads or valid easements over private streets or private property for ingress to and egress from the leased property; and
- (b) Water supply, storm and sanitary sewer facilities, telephone, gas and electrical connections, fire protection, drainage, and other public utilities, in each case as is necessary for the conduct of the Business.

9.13.5. To the best of MPI's knowledge, there are no pending or threatened developments affecting any of the Tangible Personal Property that might detract from the value of the property or assets, interfere with any present or intended use of any of the property or assets, or affect the marketability of the properties or assets, in each case, other than those that will not have a Material Adverse Effect.

9.13.6. At the closing, the Jaya will acquire good title to all the Assets, free and clear of all mortgages, pledges, security interests, options, claims, charges, or other encumbrances or restrictions of any kind.

9.13.7. Attached as Schedule 9.13.7 is a complete and accurate list of all tooling owned by customers that is currently in the custody of MPI.

9.13.8. Neither the current operations on the leased property nor any improvements on the leased property violate any applicable building code, zoning requirement, or other statute or ordinance, and MPI has not received any notice of any pending or contemplated special assessments against the leased property.

9.13.9. There are no material structural defects in any structure on the leased property; all electrical wiring, heating, cooling, and plumbing systems are in good working order; all utility connections enter the leased property through either adjoining public streets or private easements that will inure to the benefit of Jaya; and no structures are located on utility lines or encroach on utility rights-of-way.

9.14. Undisclosed Liabilities. To the best of MPI's and the Shareholders' knowledge, MPI does not have any liability or obligation (whether absolute, accrued, contingent, or other, and whether due or to become due) that has not been disclosed to Jaya.

9.15. Environmental Conditions

9.15.1. Definitions. As used in this Agreement,

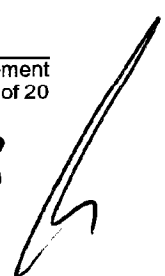
- (a) Environmental Law means any federal, state, or local statute, ordinance, or regulation pertaining to the protection of human health or the environment and any applicable orders, judgments, decrees, permits, licenses, or other authorizations or mandates under such statutes, ordinances, or regulations; and
- (b) Hazardous Substance means any hazardous, toxic, radioactive, or infectious substance, material, or waste as defined, listed, or regulated under any Environmental Law, and includes without limitation petroleum oil and its fractions.

9.15.2. Compliance. Except as disclosed on Schedule 9.15, MPI's business and the Assets are in compliance with all Environmental Laws and MPI has all permits required under Environmental Laws in connection with the construction, ownership, or operation of the Assets and MPI's business. MPI is not aware of and has not received notice of any past, present, or anticipated future events, conditions, activities, investigation, studies, plans, or proposals that (a) would interfere with or prevent compliance by MPI's business or the Assets with any Environmental Law, or (b) may give rise to any common-law or other liability, or otherwise form the basis of a claim, action, suit, proceeding, hearing, or investigation, involving MPI's business or the Assets and related in any way to Hazardous Substances or Environmental Laws.

9.15.3. Hazardous Substances. Except as disclosed on Schedule 9.15, no Hazardous Substance has been disposed of, spilled, leaked, or otherwise released on, in, under, or from, or otherwise come to be located in the soil or water (including surface and ground water) on or under, the leased property or any other real property owned, leased, or occupied by MPI in connection with MPI's business now or in the past. Except as disclosed on Schedule 9.15, none of the Assets have incorporated into them any asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls (in electrical equipment or otherwise), lead-

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based paint, or any other Hazardous Substance that is prohibited, restricted, or regulated when present in buildings, structures, fixtures, or equipment. Except as disclosed on Schedule 9.15, all wastes generated in connection with MPI's business are and have been transported to and disposed of at an authorized waste disposal facility in compliance with all Environmental Laws. Except as disclosed on Schedule 9.15, MPI is not liable under any Environmental Law for investigation, remedial, removal, or other response costs, natural resources damages, or other claims (including administrative orders) arising out of the release or threatened release of any Hazardous Substance at the leased property or any other facility, and no basis exists for any such liability.

9.15.4. Underground Storage Tanks. Except as disclosed on Schedule 9.15, there are no underground storage tanks on the leased property (whether or not regulated and whether or not out of service, closed, or decommissioned).

9.15.5. Environmental Records. Except as disclosed on Schedule 9.15, MPI has disclosed and made available to Jaya true, complete, and correct copies or results of any reports, studies, analysis, tests, monitoring, correspondence with governmental agencies, or other documents in the possession of or initiated by MPI or otherwise known to MPI and pertaining to the existence of Hazardous Substances, to compliance with Environmental Laws, or to any other environmental concern relating to the Assets or MPI's business.

9.16. Receivables. Each of the receivables of MPI (including accounts receivable, loans receivable, and advances) has arisen only from bona fide transactions in the ordinary course of MPI's business and shall be fully collected when due, without resort to litigation and without offset or counterclaim.

9.17. Product Warranties

9.17.1. Schedule 9.17.1 contains MPI's standard form of product warranty. MPI has not undertaken any performance obligations or made any warranties or guarantees with respect to its products other than those disclosed in Schedule 9.17.1, and the aggregate cost to MPI to comply with its product warranties has not and is not expected to exceed Five Hundred Dollars (\$500) in the twelve (12) months following closing.

9.17.2. Each of the products produced or sold by MPI (a) is, and at all times has been, in compliance in all material respects with all applicable federal, state, and local laws and regulations and (b) is, and at all relevant times has been, in conformance with Jaya's specifications and with any promises or affirmations of fact made in the warranty or on the container or label for such product or in connection with its sale, whether through advertising or otherwise.

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9.18. Inventories. MPI's inventories, whether finished goods, work in process, or raw materials, are all items of a quality usable or saleable in the ordinary and usual course of MPI's business, except for inventory items that are obsolete or not usable or saleable in the ordinary course of business and that have been written down to an amount not in excess of realizable market value or for which adequate reserves or allowances have been provided. The values at which inventories are carried reflect an inventory valuation policy consistent with MPI's past practice and in accordance with generally accepted accounting principles consistently applied.

9.19. Accuracy of Representations and Warranties. None of the representations or warranties of MPI or Selling Shareholder contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make statements in this Agreement not misleading. MPI and Selling Shareholder know of no fact that has resulted, or that in the reasonable judgment of Selling Shareholder will result, in a material change in the business, operations, or assets of MPI that has not been set forth in this Agreement or otherwise disclosed to Jaya.

10. Representations of Jaya. Jaya represents and warrants as follows:

10.1. Corporate Existence. Jaya is a corporation duly organized and validly existing under the laws of the state of Oregon. Jaya has all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

10.2. Authorization. The execution, delivery, and performance of this Agreement have been duly authorized and approved by the board of directors and shareholders of Jaya, and this Agreement constitutes a valid and binding agreement of Jaya, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency, or similar laws affecting the enforcement of creditors' rights or by the application of general principles of equity.

10.3. Brokers and Finders. Jaya has not employed any broker or finder in connection with the transactions contemplated by this Agreement and has taken no action that would give rise to a valid claim against any party for a brokerage commission, finder's fee, or other like payment.

10.4. Accuracy of Representations and Warranties. None of the representations or warranties of Jaya contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

10.5. Change of Name. On the closing date or as soon thereafter as is practicable, MPI will take all action necessary or appropriate to permit Jaya to legally commence use of MPI's name on the closing date, and MPI will change its name to a name which is not confusingly similar to Medtexp.

10.6. Conditions and Best Efforts. MPI and Selling Shareholder will use their best efforts to effectuate the transactions contemplated by this Agreement and to fulfill all the conditions of the obligations of MPI and Selling Shareholder under this Agreement, and will do all acts and things as may be required to carry out their respective obligations under this Agreement and to consummate and complete this Agreement.

10.7. WARN. MPI shall be responsible for all obligations, if any, under the Worker Adjustment and Retraining Notification Act ("WARN") and applicable regulations under it with respect to any employment terminations before or on the Closing Date and shall indemnify Jaya in the event Jaya is held liable for any failure by MPI to comply with MPI's obligations under WARN or this section.

11. Covenants of Jaya

11.1. Conditions and Best Efforts. Jaya will use its best efforts to effectuate the transactions contemplated by this Agreement and to fulfill all the conditions of Jaya's obligations under this Agreement, and shall do all acts and things as may be required to carry out Jaya's obligations and to consummate this Agreement.

11.2. Confidential Information. If for any reason the sale of Assets is not closed, Jaya will not disclose to third parties any confidential information received from MPI or Selling Shareholder in the course of investigating, negotiating, and performing the transactions contemplated by this Agreement.

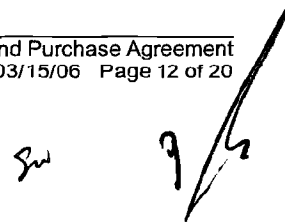
12. Conditions Precedent to Jaya's Obligations. The obligation of Jaya to purchase the Assets is subject to the fulfillment, before or at the closing date, of each of the following conditions, any one or portion of which may be waived in writing by Jaya:

12.1. Representations, Warranties, and Covenants of MPI and Selling Shareholder. All representations and warranties made in this Agreement by MPI and Selling Shareholder shall be true as of the closing date as fully as though such representations and warranties had been made on and as of the closing date, and, as of the closing date, neither MPI nor Selling Shareholder shall have violated or shall have failed to perform in accordance with any covenant contained in this Agreement.

12.2. Licenses and Permits. Jaya shall have obtained all licenses and permits from public authorities necessary to authorize the ownership and operation of the business of MPI.

12.3. Conditions of the Business. There shall have been no material adverse change in the manner of operation of MPI's business before the closing date.

12.4. Consent of Lessors. MPI shall have obtained the lessor's consent to the lease assumption mentioned in Section 7 and consents from the equipment lessors with respect to items [*] on Schedule 1.1.3.



12.5. No Suits or Actions. At the closing date no suit, action, or other proceeding shall have been threatened or instituted to restrain, enjoin, or otherwise prevent the consummation of this Agreement or the contemplated transactions.

13. Conditions Precedent to Obligations of MPI and Selling Shareholder. The obligations of MPI and Selling Shareholder to consummate the transactions contemplated by this Agreement are subject to the fulfillment, before or at the closing date, of each of the following conditions, any one or a portion of which may be waived in writing by MPI:

13.1. Representation, Warranties, and Covenants of Jaya. All representations and warranties made in this Agreement by Jaya shall be true as of the closing date as fully as though such representations and warranties had been made on and as of the closing date, and Jaya shall not have violated or shall not have failed to perform in accordance with any covenant contained in this Agreement.

14. Jaya's Acceptance. Jaya represents and acknowledges that it has entered into this Agreement on the basis of its own examination, personal knowledge, and opinion of the value of the business. Jaya has not relied on any representations made by MPI other than those specified in this Agreement. Jaya further acknowledges that MPI has made no agreement or promise to repair or improve any of the leasehold improvements, equipment, or other personal property being sold to Jaya under this Agreement, and that Jaya takes all such property in the condition existing on the date of this Agreement, except as otherwise provided in this Agreement.

15. Risk of Loss. The risk of loss, damage, or destruction to any of the equipment, inventory, or other personal property to be conveyed to Jaya under this Agreement shall be borne by MPI to the time of closing. In the event of such loss, damage, or destruction, MPI, to the extent reasonable, shall replace the lost property or repair or cause to repair the damaged property to its condition before the damage. If replacement, repairs, or restorations are not completed before closing, then the purchase price shall be adjusted by an amount agreed upon by Jaya and MPI that will be required to complete the replacement, repair, or restoration following closing. If Jaya and MPI are unable to agree, then Jaya, at its sole option and notwithstanding any other provision of this Agreement, upon notice to MPI, may rescind this Agreement and declare it to be of no further force and effect, in which event there shall be no closing of this Agreement and all the terms and provisions of this Agreement shall be deemed null and void. If, before closing, any of the real properties that are the subject of the leases mentioned in Section 7 are damaged or destroyed, then Jaya may rescind this Agreement in the manner provided above unless arrangements for repair satisfactory to all parties involved are made prior to closing.

16. Indemnification and Survival

16.1. Survival of Representations and Warranties. All representations and warranties made in this Agreement shall survive the closing of this Agreement, except that any party to whom a representation or warranty has been made in this Agreement shall be deemed to have waived any misrepresentation or breach of representation or warranty of which such party had knowledge before closing. Any party learning of a misrepresentation or breach of

representation or warranty under this Agreement shall immediately give written notice thereof to all other parties to this Agreement.

16.2. MPI's and Selling Shareholder's Indemnification. MPI and Selling Shareholder each hereby agree to indemnify and hold Jaya, its successors, and assigns harmless from and against:

16.2.1. Any and all claims, liabilities, and obligations of every kind and description, contingent or otherwise, arising out of or related to the operation of MPI's business prior to the close of business on the day before the closing date, except for claims, liabilities, and obligations of MPI expressly assumed by Jaya under this Agreement or paid by insurance maintained by MPI, Selling Shareholder, or Jaya.

16.2.2. Any and all damage or deficiency resulting from any material misrepresentation, breach of warranty or covenant, or nonfulfillment of any agreement on the part of MPI and Selling Shareholder under this Agreement.

16.3. Jaya's Indemnification. Jaya agrees to defend, indemnify, and hold harmless MPI and Selling Shareholder from and against:

16.3.1. Any and all claims, liabilities, and obligations of every kind and description arising out of or related to the operation of the business following closing or arising out of Jaya's failure to perform obligations of MPI assumed by Jaya pursuant to this Agreement.

16.3.2. Any and all damage or deficiency resulting from any material misrepresentation, breach of warranty or covenant, or nonfulfillment of any agreement on the part of Jaya under this Agreement.

17. Closing

17.1. Time and Place. This Agreement shall be closed at the offices of The DuBoff Law Group, LLC, at 6665 SW Hampton Street, Suite 200, on the 28th day of February, 2006, or at such other time as the parties may agree in writing, effective March 10, 2006 at 12:01 a.m. PST. If closing has not occurred on or before March 15, 2006, then either party may elect to terminate this Agreement. If, however, the closing has not occurred because of a breach of contract by one or more parties, the breaching party or parties shall remain liable for breach of contract.

17.2. Obligations of MPI and Selling Shareholder at the Closing. At the closing and coincidentally with the performance by Jaya of its obligations described in Section 17.3, MPI and Selling Shareholder shall deliver to Jaya the following:

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17.2.1. Bills of sale, assignments, properly endorsed certificates of title, and other instruments of transfer, in form and substance reasonably satisfactory to counsel for Jaya, necessary to transfer and convey all of the Assets to Jaya.

17.2.2. The lease assumption described in Section 7.

17.2.3. A wire transfer or company check for prorated items owing to Jaya under Section 6.

17.2.4. Possession of the business facilities to be conveyed pursuant to this Agreement.

17.2.5. Such other certificates and documents as may be called for by the provisions of this Agreement.

17.3. Obligations of Jaya at the Closing. At the closing and coincidentally with the performance by MPI and Selling Shareholder of their obligations described in Section 1.2, Jaya shall deliver to MPI the following:

17.3.1. A wire transfer or company check in the amount of Twenty Five Thousand Dollars (\$25,000).

17.3.2. A wire transfer or company check for prorated items owed to MPI, if any.

17.3.3. Such other certificates and documents as may be called for by the provisions of this Agreement.

18. Rights and Obligations Subsequent to Closing. This sale does not include the books of account and records of MPI's business. However, possession and custody of such books and records, except for MPI's general ledger, may be retained by Jaya at the place of business Jaya is acquiring from MPI under this Agreement for a period of twelve (12) months. During this period, MPI or its agents shall have access to such books and records and may make copies thereof. Jaya will exercise reasonable care in the safekeeping of such records. MPI shall retain its general ledger but shall make it available for inspection by Jaya from time to time upon reasonable request.

19. Termination of Agreement

19.1. By Mutual Consent. This Agreement may be terminated by mutual written consent of Jaya and MPI.

19.2. Breach of Representations and Warranties; Failure of Conditions. Jaya may elect by notice to MPI, and MPI may elect by notice to Jaya, to terminate this Agreement if:

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19.2.1. The terminating party shall have discovered a material error, misstatement, or omission in the representations and warranties made in this Agreement by the other party which shall not have been cured by such other party within ten (10) days after written notice to such other party specifying in detail such asserted error, misstatement, or omission, or by the closing date, whichever first occurs.

19.2.2. All of the conditions precedent of the terminating party's obligations under this Agreement as set forth in either Section 12 or 13, as the case may be, have not occurred and have not been waived by the terminating party on or prior to the closing date.

19.3. Closing Notwithstanding the Right to Terminate. The party with a right to terminate this Agreement pursuant to Section 19.2.1 or 19.2.2 shall not be bound to exercise such right, and its failure to exercise such right shall not constitute a waiver of any other right it may have under this Agreement, including but not limited to remedies for breach of a representation, warranty, or covenant.

20. Miscellaneous

20.1. Assignability. This Agreement or the rights, responsibilities or obligations granted or assumed in this Agreement may not be assigned by either party hereunder, in whole or in part, except to a corporation or other business entity in which a party is the owner of a majority interest, without first obtaining the written consent of the parties hereto.

20.2. Benefits. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs and legal representatives.

20.3. Notices. All notices required by this Agreement shall be made in writing, postage prepaid, certified mail, return receipt requested, or by facsimile transmission to the addresses or numbers first given above or by hand delivery. Notice shall be deemed received two (2) days after the date of mailing or the day after it is faxed or hand delivered.

20.4. Attorneys' Fees. If an action, suit or legal proceeding is initiated or brought to enforce any or all of the provisions of this Agreement, the prevailing party shall be entitled to such attorneys' fees, costs and disbursements as are deemed reasonable and proper by an arbitrator or court. In the event of an appeal of an initial decision of an arbitrator or court, the prevailing party shall be entitled to such attorneys' fees, costs and disbursements as are deemed reasonable and proper by the appellate court(s).

20.5. Venue. This Agreement shall be governed by and construed under the laws of the State of New Jersey, specifically including the New Jersey Uniform Commercial Code and specifically excluding the U.N. Convention on the International Sale of Goods. The federal and state courts within New Jersey shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement. LPB/MPI hereby expressly consents to (a) the personal jurisdiction

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of the federal and state courts within the State of New Jersey; (b) service of process being effected upon it by registered mail sent to the address set forth at the beginning of this Agreement, or at such other address as may be designated in writing by one party to the other party; and (c) the uncontested enforcement of a final judgment from such court in any other jurisdiction where LPB/MPI or any of its assets are present.

20.6. Merger. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified.

20.7. Modification. No alteration, modification, amendment, addition, deletion or change to this Agreement shall be effective or binding unless and until such alterations, modifications, amendments, additions, deletions or changes are properly executed in writing by both parties.

20.8. Headings. All headings used in this Agreement are for reference purposes only and are not intended or deemed to limit or affect, in any way, the meaning or interpretation of any of the terms and provisions of this Agreement.

20.9. Rule of Construction. It is expressly agreed by the parties to this Agreement that the rule of construction that a document should be more strictly interpreted against the person who drafted it shall not apply to any provision.

20.10. Waiver. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any repetition of such breach or default or in any way affect any of the other terms and conditions hereof.

20.11. Severability. If any provision of this Agreement is judicially declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the part(s) of this Agreement so held to be invalid, unenforceable or void shall be deemed stricken, and the Agreement will be reformed to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. The remainder of this Agreement shall have the same force and effect as if such part or parts had never been included.

20.12. Effective Date. This Agreement is effective as of March 10, 2006.

20.13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

20.14. Representations and Warranties. Each party represents and warrants that it has the authority to enter into this Agreement and that this Agreement, when executed and delivered by the parties thereto, will constitute that party's legal, valid, and binding obligation, enforceable in accordance with its terms except as the enforceability thereof may be limited by the

application of bankruptcy, insolvency or similar laws affecting the rights of creditors generally or judicial limits on the right of specific performance.

20.15. Independent Counsel. MPI and MPI's Shareholders agree, recognize and acknowledge that this Agreement was drafted by counsel for Jaya for Jaya's benefit. Accordingly, MPI and MPI's Shareholders are not relying upon Jaya's counsel for advice regarding the effect of this Agreement. MPI and MPI's Shareholders waive any and all claims against Jaya and Jaya's counsel resulting from the failure, if any, to consult with independent counsel to review this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto execute and date this Agreement.

MEDTEXX PARTNERS, INC.

By: _____

Print Name: LOW BOK TEK.
Its: President

By: _____

Print Name: MALIK PARVEZ AHMAD
Its: Secretary Financial Controller

Shareholder:

LATEXX PARTNERS BERHAD

By: _____

Print Name: LOW BOK TEK
Its: President

By: _____

Print Name: MALIK PARVEZ AHMAD
Its: Secretary Financial Controller

JAYA MEDICAL SUPPLIES, INC.

By: _____

Print Name: SIAU WOEL LAW
Its: President

By: _____

Print Name: SIAU WOEL LAW
Its: Secretary

Shareholder:

Siau Woei Law, an individual

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Schedules List:

Schedule 1.1.1 Equipment	all equipment, tools, furniture, and fixtures, including electronics equipment and telephones, listed on attached Schedule 1.1.1
Schedule 1.1.2 Inventory	inventory of supplies and merchandise being sold to Jaya
Schedule 1.1.3 Contracts	all equipment leases, real property leases, distributorship agreements, and other contracts being sold to Jaya
Schedule 1.1.6 Intellectual Property 1	all patents, trademarks, trade names, copyrights, and service marks of MPI, all registrations for them, all applications pending for them, and descriptions of all other proprietary rights and intangible property of MPI, including trade secrets, inventions, technology, software, operating systems, customer lists, customer relationships, customer agreements, customer understandings, drawings, blueprints, know-how, formulae, slogans, processes, and operating rights and all other such items
Schedule 1.1.7 Permits	all approvals, authorizations, consents, licenses, permits, franchises, tariffs, orders, and other registrations of any federal, state, or local court or other governmental department, commission, board, bureau, agency, or instrumentality being sold to Jaya
Schedule 1.1.8 Receivables	all accounts receivable and other receivables of MPI
Schedule 1.1.9 Actions	all choses in action, causes of action, and other similar rights of MPI
Schedule 1.1.12 Telelines	all telephone lines and numbers used in the conduct of the business of MPI and being sold to Jaya
Schedule 7 Lease Assumption	lease assumption agreement
Schedule 9.9.2 Employment Claims	Employment Claims. Pending claims and threatened claims by or on behalf of any of MPI's employees under any federal, state, or local labor or employment laws or regulations
Schedule 9.9.3 Employment Benefits	Employee Benefits. List all pension, retirement, profit-sharing, deferred compensation, bonus, commission, incentive, life insurance, health and disability insurance, hospitalization, and all other employee benefit plans or arrangements (including, without limitation, any contracts or agreements with trustees, insurance companies, or others relating to any such employee benefit plans or arrangements) established or maintained by MPI.
Schedule 9.9.4 Employment Agreements	Employment Agreements. MPI's employment or supervisory manuals, employment or supervisory policies, and written information generally provided to employees (such as applications or notices).
Schedule 9.9.5 Severance	Severance. Severance pay plan, policy, practice, and agreements with any of MPI's employees.

Schedule 9.10.2 Personal Property	Personal Property. A complete and accurate list of all the tangible personal property owned by MPI.
Schedule 9.11 Intellectual Property 2	Intellectual Property. A complete and accurate list of MPI's patents, trademarks, trade names, copyrights, technology, know-how, processes, related applications, and other intellectual property used in the Business (same as in 1.1.6), plus descriptions of agreements, licenses, permits, and other instruments under which MPI has acquired or been granted or sold or granted a right to use any Intellectual Property, together with a brief description of such Intellectual Property.
Schedule 9.13.1 Liens	Liens.
Schedule 9.13.7 Tooling	A complete and accurate list of all tooling owned by customers that is currently in the custody of MPI.
Schedule 9.15 Environmental	Compliance. Any noncompliance with Environmental Laws, lack of permits required under Environmental Laws. Any release of Hazardous Substance(s). Any Underground Storage Tanks on the leased property (whether or not regulated and whether or not out of service, closed, or decommissioned). Any reports, studies, analysis, tests, monitoring, correspondence with governmental agencies, or other documents in the possession of or initiated by MPI or otherwise known to MPI and pertaining to the existence of Hazardous Substances, to compliance with Environmental Laws, or to any other environmental concern relating to the Assets or MPI's business that have not been provided to Jaya.
Schedule 9.17.1 Warranty	MPI's standard form of product warranty.

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