

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
McKinley Medical, LLC		08/23/2006	Limited Liability Corporation: COLORADO

RECEIVING PARTY DATA

Name:	McKinley Medical Corporation
Street Address:	252 Clayton Street
Internal Address:	4th Floor
City:	Denver
State/Country:	COLORADO
Postal Code:	80206
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2767051	PROPOLIS
Registration Number:	2453942	MOTIV
Registration Number:	2499970	BEELINE
Registration Number:	2500158	BEELINE
Registration Number:	2599067	ACCUFUSER

CORRESPONDENCE DATA

Fax Number: (716)849-0349
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7168481545
 Email: gsnyder@hodgsonruss.com
 Correspondent Name: George L. Snyder, Jr.
 Address Line 1: Hodgson Russ LLP
 Address Line 2: One M&T Plaza, Suite 2000
 Address Line 4: Buffalo, NEW YORK 14203-2391

CH \$140.00 2767051

ATTORNEY DOCKET NUMBER:	031407.00212
NAME OF SUBMITTER:	George L. Snyder, Jr.
Signature:	/george l snyder jr/
Date:	08/28/2006
Total Attachments: 4 source=MCKINLEY_TM_ASSIGN#page1.tif source=MCKINLEY_TM_ASSIGN#page2.tif source=MCKINLEY_TM_ASSIGN#page3.tif source=MCKINLEY_TM_ASSIGN#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS, on this 23rd day of August, 2006, **McKinley Medical, LLC**, a Colorado limited liability corporation having a principal office at 252 Clayton Street, 4th Floor, Denver, CO 80206 (the "**Seller**"), has used, is using, and is the sole and exclusive owner of the trademarks and/or service marks listed in Exhibit A and Exhibit B attached hereto and made a part hereof (herein collectively the "**Marks**") and of U.S. registrations of the Marks including those registrations listed in Exhibit A, and all goodwill symbolized by the Marks (all of the above collectively referred to as "**Trademark Property**") on or connected to the associated goods produced and services heretofore offered by Seller; and

WHEREAS, **McKinley Medical Corporation**, a Colorado corporation having a principal office at 252 Clayton Street, 4th Floor, Denver, CO 80206 (the "**Buyer**"), is desirous of acquiring all right, title and interest in and to said Trademark Property, and the merchandizing rights associated with the goods and services covered thereby.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN, that for and in consideration of the sum of money to the Seller in hand paid or to be paid by the Buyer, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller, by these presents has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, to the Buyer, all of the Seller's right, title and interest to the Trademark Property, and to any and all merchandizing rights associated with the Trademark Property for the United States, its territorial possessions and all foreign countries, and in any and all applications for registration, relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all registration or common law rights, or rights under any of the international conventions, unions, agreements, acts, treaties, including all future conventions, unions, agreements, acts, and treaties, the same to be held and enjoyed by the Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which trademark or registration rights exist, as fully and entirely to the same extent as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made; together with the goodwill of the business symbolized by the Marks, and any and all claims for damages or injunctive relief by reason of infringements of such Trademark Property or any other common law right thereof, with the right to sue for past infringement, and collect the same for its own use and behalf for the use and behalf of its successors, assigns or other legal representatives.

And the Seller hereby covenants that the Seller is the sole and exclusive owner of the Trademark Property and has full right to convey the interests herein assigned, and that it has not executed and will not execute, any agreement in conflict herewith.

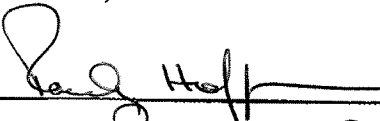
And the Seller hereby covenants that the covenants and conditions contained in this Trademark Assignment shall apply to and bind the Seller and its heirs, legal representatives, successors and permitted assigns.

TRADEMARK ASSIGNMENT

The Seller agrees that upon request by the Buyer, or its successors, assigns or other legal representatives that the Seller or its successors, assigns or other legal representatives shall do all other legal acts reasonably necessary for the perfecting, securing and completing this assignment at the Buyer's expense and request, as well as provide such other material, information, or assistance as Buyer or its successors, assigns or other legal representatives may consider necessary.

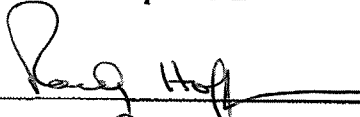
IN WITNESS WHEREOF, the Seller has caused this Trademark Assignment to be duly executed and delivered as of the date first indicated above.

McKinley Medical, LLC

By: 
Printed Name: Randy Hoffman
Title: Manager
Date: August 23, 2006

ACKNOWLEDGEMENT: Buyer hereby acknowledges and accepts the assignment made herein.

McKinley Medical Corporation

By: 
Printed Name: Randy Hoffman
Title: President
Date: August 23, 2006

TRADEMARK ASSIGNMENT

EXHIBIT A - U.S. TRADEMARK REGISTRATIONS

Item No.	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
01	PROPOLIS	75/739007	May 21, 1999	2767051	Sep. 23, 2003
02	MOTIV	75/736925	May 21, 1999	2453942	May 22, 2001
03	BEELINE	76/044251	May 9, 2000	2499970	Oct. 23, 2001
04	BEELINE (and Design)	76/127156	Sep. 13, 2000	2500158	Oct. 23, 2001
05	ACCUFUSER	76/142666	Oct. 6, 2000	2599067	Jul. 23, 2002

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EXHIBIT B - COMMON LAW TRADEMARKS AND SERVICE MARKS

Item No.	Mark	Goods / Services
06	GET PERSONAL	Infusion pumps for dispensing medication
07	GET PERSONAL (and Design)	Infusion pumps for dispensing medication
08	SATURATION CATHETER	Catheters for use with infusion pumps

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