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
Birtcher Medical Systems, Inc.		01/01/1999	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BMS Liquidating, LLC
Street Address:	525 French Road
City:	Utica
State/Country:	NEW YORK
Postal Code:	13502
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2049916	BEND-A-BEAM
Registration Number:	2049915	BEAMER PLUS
Registration Number:	1608982	HYFRECATOR PLUS
Registration Number:	1565724	ABC
Registration Number:	1485171	ELECTROLASE
Registration Number:	0367316	HYFRECATOR

CH $165.00 2049916

CORRESPONDENCE DATA

Fax Number: (315)471-3167
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 315-471-3151
Email: ip@hancocklaw.com
Correspondent Name: Ashley D. Hayes
Address Line 1: P.O. Box 4976
Address Line 4: Syracuse, NEW YORK 13221-4976

NAME OF SUBMITTER:	Ashley D. Hayes

Signature:	/ashley d. hayes/
Date:	04/27/2007

Total Attachments: 3
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GENERAL CONVEYANCE AND ASSIGNMENT

BIRTCHER MEDICAL SYSTEMS, INC., a California Corporation with offices at 310 Broad Street, Utica, New York 13501 (hereinafter referred to as "Company"), pursuant to a Plan of Liquidation and Dissolution adopted January 1, 1999, does hereby convey, assign, sell, transfer and set over to BMS Liquidating, LLC, the holder of all of the outstanding shares of stock of the Company (hereinafter referred to as "Sole Shareholder"), subject to any remaining liabilities of the Company, all of the Company's right, title and interest in all properties and assets of every kind and description and wherever located, both domestic and foreign, including, without limiting generality of the foregoing, all of the Company's right, title and interest as of the date hereof in the following:

1. All cash on hand and in all banks, accounts receivable, bills receivable, promissory notes, commercial papers, acceptances, deposits and investments, stocks, bonds, and other securities;

2. All contracts, agreements, licenses, options and other arrangements including, without limiting the generality of the foregoing, all executory contracts, purchase contracts, sales contracts, leases, commitments and undertakings, franchises and other contracts and agreements of every kind and nature and all rights and benefits therein and thereunder accrued and to accrue;

3. All lands owned in fee or otherwise and all buildings, improvements, plants and fixtures thereon and therein, all leasehold interests and improvements, all reversion and all other interest in real estate;

4. All equipment, furnishings and supplies, including, without limiting the generality of the foregoing, all inventory, machinery, material, raw materials, work in process, finished parts, finished products and goods used or usable in connection with the Company's business;

5. All office furniture, fixtures and equipment, all stationery and office supplies, all typewriters, reproducing devices, calculators, adding machines, files and other office machinery and equipment;

6. All trucks, automobiles and all other vehicles;

7. All deferred charges and all rights and funds of whatever nature;

8. The right to use the name Birtcher Medical Systems, Inc. and any and all variances thereof;

9. All documents, leases and instruments evidencing ownership of any interest in property;

10. All policies of insurance of every kind and any nature, all fidelity and other bonds and all rights or claims accrued thereunder or to accrue;

11. All claims against any person, firm, corporation or other entity, all demands, rights, equities and chooses in action and the proceeds thereof and all interest in litigation now pending by or against the Company and in all demands and causes of action of whatever kind and nature, including, but in no way limited to, the rights to any escrowed funds;

12. All inventions or discoveries, letters patent, applications for letters patent, licenses, sub-licenses and all applications for licenses under letters patent, trademarks, trade secrets, application for trademarks, trade names and slogans, formula, processes, brand names, copyrights and "know how" and all rights registered or under application for registration thereof now pending or in abatement or authorized, both domestic and foreign;

13. All other property owned or claimed by the Company, real, personal and/or mixed, whether in possession of the Company or its agents, employees or nominees, in transit or in possession of any other corporation, partnership, sole proprietorship or other entity or person, whether tangible or intangible; and

14. All of the Company's investments and interest in any other corporations, partnerships, sole proprietorships or other entities or persons.

It being the intent of the Company to convey hereby all assets and property of every kind and character, tangible and intangible, real, personal or mixed, wheresoever the same may be situate, owned, or held in which the Company has or claims interest.

TO HAVE AND TO HOLD the properties, assets, interest and rights hereby conveyed, together with all rights and privileges in any way appertaining thereto unto the Sole Shareholder, its heirs and assigns, and the Sole Shareholder, its heirs and assigns are hereby substituted and subrogated in and to all warranties hereto before given by the Company's predecessors in title.

The Company hereby covenants and agrees with the Sole Shareholder that, at any time or from time to time hereafter, the Company, at the request of the Sole Shareholder, its heirs or assigns, shall execute and deliver to the Sole Shareholder, its heirs or assigns, all such further instruments of conveyance, assignment, sale and transfer as may be necessary or proper in order to more effectively convey, assign, sell and transfer to the Sole Shareholder, its heirs or assigns, all of the properties, assets, interests and rights of the Company conveyed and assigned hereunder.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by an officer hereunder duly authorized on this 1st day of January, 1999.

BIRTCHER MEDICAL SYSTEMS, INC.

By: _____
Daniel S. Jonas, General Counsel

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On the 1st day of January, 1999, before me, the undersigned, a notary public in and for said state, personally appeared Daniel S. Jonas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Maria Tripolone
Notary Public

MARIA TRIPOLONE
Notary Public, State of New York
Qualified in Herkimer Co. No. 4924758
Commission Expires May 2, 18 2000