

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DEWALL ENTERPRISES, INC. and TERRY DEWALL

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: NEBRASKA
- Other _____

Citizenship (see guidelines) UNITED STATES

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. MEDICAL TECHNOLOGIES, INC.

Internal _____

Address: _____

Street Address: 2120 SOUTH 156TH CIRCLE

City: OMAHA

State: NE

Country: USA Zip: 68130

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship UNITED STATES
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,723,582 1,861,736 1,987,750 2,084,019

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SEE EXHIBIT 3 ATTACHED TO THE ASSIGNMENT

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

Name: DENNIS L. THOMTE

Internal Address: SUITE 1111

Street Address: 2120 SOUTH 72ND STREET

City: OMAHA

State: NE Zip: 68124

Phone Number: 402-392-2280

Fax Number: 402-392-0734

Email Address: KELLY@THOMTELAW.COM

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502093

Authorized User Name DENNIS THOMTE

9. Signature:

Dennis L. Thomte

Signature

08/16/2007

Date

DENNIS L. THOMTE

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

TRADEMARK

Name and address of second receiving party:

STEVEN F. SOMMERS
2120 SOUTH 156TH CIRCLE
OMAHA, NE 68130

EXHIBIT 2**PATENT COLLATERAL ASSIGNMENT**

THIS AGREEMENT is made this 22 day of March, 2007, between **DEWALL ENTERPRISES, INC.**, a Nebraska corporation and **TERRY DEWALL**, an individual (collectively "Assignor") and **U.S. MEDICAL TECHNOLOGIES, INC.**, a Nebraska corporation and **STEVEN F. SOMMERS**, an individual (collectively "Lender").

BACKGROUND

WHEREAS, Assignor has executed and delivered their Promissory Note (the "Note") to the Lender in the aggregate principal amount of \$325,000.00. In order to induce the Lender to execute and deliver the Note, Assignor has agreed to assign to Lender certain patent rights.

NOW, THEREFORE, in consideration of the premises, Assignor agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all obligations of Borrower to Lender pursuant to the Promissory Note in the amount of \$325,000.00 dated March 22, 2007 (the "Liabilities"), Assignor grants, assigns, and conveys to Lender the entire right, title, and interest in and to the patent applications and patents listed in Exhibit 3, including without limitation, all proceeds (such as, by way of example, license royalties and proceeds of infringements suits), right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Patents").

2. The Assignor covenants and warrants that:

A. The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

B. To the best of the Assignor's knowledge, each of the Patents is valid and enforceable;

C. The Assignor is the sole and exclusive owner of the entire and unencumbered right, title, interest in and to each of the Patents, free and clear of any liens, charges, and encumbrances, including without limitation pledges,

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assignments, licenses, shop rights, and covenants by the Assignor not to sue third parties; and

D. The Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, and consultants which will enable it to comply with the covenants contained in this Agreement.

Except as specifically set forth above, the Assignor does not warrant that the Patents might not be declared invalid if challenged in court.

3. The Assignor agrees that, until all of the Liabilities have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Assignor's obligations under this Agreement, without the Lender's prior, written consent.

4. If, before the Liabilities shall have been satisfied in full, the Assignor obtains rights to any new patentable invention, or becomes entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1 shall automatically apply thereto and the Assignor shall give the Lender prompt notice thereof in writing.

5. The Assignor authorizes the Lender to modify this Agreement by amending Exhibit 3 to include future patents and patent applications which are Patents under paragraph 1 or paragraph 4 of this Agreement.

6. Unless or until there has occurred an Event of Default (as defined in the Promissory Note), the Lender grants to the Assignor the exclusive, non-transferable right and license under the Patents to make, have made for it, use, and sell the inventions disclosed and claimed in the Patents for the Assignor's own benefit and account and for none other. The Assignor agrees not to sell or assign its interest in, or grant any sublicenses under, the license granted to the Assignor in this paragraph 6, without the prior, written consent of the Lender.

7. If any Event of Default has occurred, the Assignor's licenses under the Patent as set forth in paragraph 6 shall terminate forthwith, and the Lender shall have, in addition, to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patent may be located. Without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Assignor, all of which are expressly waived and without advertisement, sell at public or private sale, or otherwise realize upon, in Omaha, Nebraska, or elsewhere, the whole or from time to time any part of the Patents, or any interest that the Assignor may have in them, and after deducting from the proceeds of sale or other disposition of the

Patents all expenses (including all reasonable expenses for brokers' fees and expense (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of the proceeds after payment in full of the Liabilities shall be paid to the Assignor. Notice of any sale or other disposition of the Patents shall be given to the Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which the Assignor agrees shall be reasonable notice of such sale or other disposition. At any sale or other disposition, Lender or any holder of any Note may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any rights of redemption on the part of the Assignor, which right is waived and released.

8. If any Event of Default has occurred, the Assignor authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers, and instruments necessary for the Lender to use the Patents, or to grant or issue any exclusive or non-exclusive license under the Patents to any third person, or necessary for the Lender to assign, pledge, convey, or otherwise transfer title in or dispose of the Patents to any third person. The Assignor ratifies all that such attorney shall lawfully do or cause be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. At such as time as the Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and the Lender shall execute and deliver to the Assignor all deeds, assignments, and other instruments as may be necessary or proper to re-vest in the Assignor full title to the Patents, subject to any disposition thereof which may have been made by the Lender.

10. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of the Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment of discharge of any taxes, counsel fees, maintenance fees, encumbrances, or otherwise protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by the Assignor on demand by the Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Note.

11. The Assignor shall have the duty, through counsel acceptable to the Lender, to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement or thereafter until the Liabilities have been paid in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an

application shall be borne by the Assignor. The Assignor shall not abandon any right to file patent application, or any pending patent application or patent without the consent of the Lender, which consent shall not be unreasonably withheld.

12. The Assignor shall have the right, with the consent of the Lender, which shall not be unreasonably withheld, to bring suit in its own name, and to join the Lender, if necessary, as a party to such a suit so long as the Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and any licenses thereunder. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs, and expenses, including legal fees, incurred by the Lender pursuant to this paragraph 12.

13. No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power, or privilege hereunder or under the Note shall operate as a waiver thereof; nor shall any single or partial exercises of any right, power, or privilege hereunder or thereunder precluded any other further exercise thereof of any right, power, or privilege.

14. All of the Lender's rights and remedies with respect to the Patents, whether established by this Agreement or by the Note, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision is held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefits of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the state of Nebraska.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST: CORPORATE SEAL

DEWALL ENTERPRISES, INC.,
a Nebraska corporation

By: Terry L. DeWall
Terry L. DeWall, President

Terry L. DeWall
Terry L. DeWall, an individual

EXHIBIT 3**EXHIBIT B**

List of Patents

Current List of Patents & Trademarks

Registered U.S. Trademarks

	Title	Issue Date	Registration Number
1.	Posture Protector®	Oct 13, 1992	1,723,582
2.	EO430®	Nov 8, 1994	1,861,736
3.	Universal Postural Support System®	July 16, 1996	1,987,750
4.	EO430®	July 28, 1997	2,084,019

U.S. & Foreign Patents

	Title	Issue Date	Patent Number
5.	Back Support Vest	April 16, 1991	5,007,412
6.	Back Support Vest	Feb 11, 1992	D323,909
7.	Osteoporosis Vest	Mar 16, 1993	D534,063
8.	Back Support Vest	Nov 20, 1990	EO 0 461 319 European
9.	Back Support Vest	June 11, 1990	DE 690 19 740 Germany
10.	Back Support Vest	May 24, 1995	90312607.6 Sweden
11.	Back Support Vest	Nov 8, 1995	90.312607 Switzerland
12.	Back Support Vest	Nov 8, 1995	EP0461319 United Kingdom
13.	Back Support Vest	June 11, 1990	633461 Australia
14.	Osteoporosis Vest	Nov 1, 1991	112,686 Australia
15.	Back Support Vest	Aug 18, 1995	2,029,300 Canada
16.	Osteoporosis Vest	July 21, 1992	71068 Canada
17.	Back Support Vest	May 29, 1991	67186 Ireland
18.	Back Support Vest	Oct 28, 1990	96141 Israel
19.	Osteoporosis Vest	Jan 4, 1991	17295 Israeli
20.	Osteoporosis Vest	Dec 4, 1991	122,401 Korea
21.	Back Support Vest	1991	S.N. 60/91 Korea
22.	Osteoporosis Vest	May 13, 1994	903736 Japan
23.	Back Support Vest	1991	S.N. 336979/90 Japan
24.	Osteoporosis Vest	Mar 9, 1992	5084 Mexican Design
25.	Back Support Vest	May 29, 1991	176418 Mexico Utility
26.	Osteoporosis Vest	Oct 22, 1990	2014229 UK

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