

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HPL Biomedical, Inc.		02/22/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NV Biomedical, Inc.		
<b>Doing Business As:</b>	DBA Biodermis		
<b>Street Address:</b>	6000 South Eastern Avenue		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89119		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3836414	BIODERMIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)382-6070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6023826376		
<b>Email:</b>	dbarker@swlaw.com, ipdocket@swlaw.com		
<b>Correspondent Name:</b>	David G. Barker		
<b>Address Line 1:</b>	400 East Van Buren Street		
<b>Address Line 2:</b>	One Arizona Center		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	58931.0900		
<b>NAME OF SUBMITTER:</b>	David G. Barker		
<b>Signature:</b>	/David G. Barker/		

CH \$40.00 3836414

Date:

10/28/2010

**Total Attachments: 19**

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## ASSET PURCHASE AGREEMENT

This Agreement entered into this the 22nd day of February, 2007 by and among **HPL Biomedical Inc., a Delaware corporation**, (hereinafter "Seller"), and **NV Biomedical Inc, a Nevada corporation** (hereinafter "Buyer").

WHEREAS, Seller operates a business primarily engaged in the medical device industry, and is engaged primarily in manufacture and distribution of products for scar management and post-operative care markets; and

WHEREAS, Seller owns equipment, inventory, contract rights, intellectual property rights, trademarks, wordmarks, and miscellaneous assets used in connection with the operations of its business; and

WHEREAS, Buyer and the principals of Buyer have operated this business unit autonomously for years and now desire to acquire substantially all of the assets used or useful, or intended to be used in the operation of Seller's business, subject to known liabilities, and Seller desires to sell such assets to Buyer.

**NOW, THEREFORE**, in consideration of mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### SECTION 1. ASSETS PURCHASED; LIABILITIES ASSUMED

**1.1 ASSETS PURCHASED.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, on the terms and conditions set forth in this Agreement the following assets ("Assets") of Seller on an "as-is, where-is" basis:

1.1.1 All equipment: manufacturing, laboratory and office equipment, together with any replacements or additions to the equipment, made prior to the closing date, computers, computer networking telephone systems and telephone equipment with any replacements or additions made prior to the closing. Equipment will be listed separately in Exhibit "A".

1.1.2 Furniture and fixtures: Office furniture including desks, chairs file cabinets, tables, monitors, bookshelves, etc. and warehouse racks and fixtures. Furniture and fixtures will be listed on Exhibit "B".

1.1.3 Intellectual property including patents, pending patents, trademarks, registrations

Patents: Cryosil

Patent Pending Pro-Sil

Trademarks See attached Exhibit "C" for trade marks in the US and countries around the world.

1.1.4 The Seller's business DBA name "Biodermis".

1.1.5 Domain Names See attached Exhibit "D" for a list of included domain names.

1.1.6 Customer List

1.1.7 Contracts

1.1.8 Licenses, including three licenses for Great Plains software (release 9.0)

1.1.9 Cash

1.1.10 Trade Accounts Receivable

1.1.11 Raw Materials Inventory

1.1.12 Finished Goods Inventory

1.1.13 Deposits

## 1.2 ASSUMPTION OF LIABILITIES

1.2.1 Buyer **shall** be responsible for the liabilities of the Seller, including all liabilities on the Balance Sheet annexed hereto, all liabilities arising in the ordinary course of business since the balance sheet date, all accounts payable, all amounts due to customers and suppliers, all liabilities due to employees and independent contractors of Seller, including but not limited to any liabilities under any employee benefit plan, liabilities for severance pay, vacation pay or the like and liabilities under ERISA or any other statute providing benefits or protections for employees, all liabilities under any real estate leases, equipment leases or other contracts to which the Seller is a party as of the closing date, all of which leases and contracts shall be assigned to and assumed by Buyer, all liabilities known to Buyer, and any unfilled orders from customers of Seller (the "Assumed Liabilities"). Buyer assumes responsibility to pay or satisfy all such obligations of Seller, including the obligation to satisfy Seller's obligations to fill unfilled orders. Notwithstanding the foregoing, the Excluded Liabilities defined below are not included within the Assumed Liabilities

1.2.2 The following liabilities are not being assumed by Buyer: (1) all unknown contingent liabilities and (2) accounts and/or notes payable due to the following affiliates of the Seller - (a) Medicor Ltd. (b) International Integrated Inc., (c) MediCor Management, Inc., (d) III Acquisition Corporation, and (e) accrued health insurance claims and premiums (collectively, the "Excluded Liabilities").

**SECTION 2. EXCLUDED ASSETS**

Excluded from this sale and purchase are Seller's :

2.1.1 Non Compete agreements

2.1.2 Distribution Agreements to the extent Seller is entitled to cancel such agreements at closing without cost or financial penalty.

**SECTION 3. PURCHASE PRICE FOR ASSETS**

The purchase price for the assets shall be [REDACTED] allocated as follows:

- |    |  |            |
|----|--|------------|
| 1. | Cash                                     | [REDACTED] |
| 2. | Trade Accounts Receivable                | [REDACTED] |
|    | Inter-Company A/R                        | [REDACTED] |
|    | Allowance for bad debt 3%                | [REDACTED] |
|    | Net Amount                               | [REDACTED] |
| 3. | Raw Material Inventory                   | [REDACTED] |
|    | Without HydroGold Material @80%          | [REDACTED] |
| 4. | Finished Goods Inventory                 | [REDACTED] |
|    | Without HydroGold Material @80%          | [REDACTED] |
| 5. | Deposits                                 | [REDACTED] |
| 6. | Intellectual property Trademarks and DBA | [REDACTED] |
| 7. | Furniture and Fixtures                   | [REDACTED] |
| 8. | Equipment                                | [REDACTED] |
|    | TOTAL                                    | [REDACTED] |

**Note: In addition to the Purchase Price of [REDACTED] for these assets, the Buyer is assuming the Assumed Liabilities of Buyer (but not Excluded Liabilities) including but not limited to assumption of the current accrued liability of [REDACTED] as of today.**

Buyer shall be responsible for all sales and transfer taxes associated with the contemplated transaction; provided, however, Seller agrees to execute or provide whatever documents are necessary for Buyer to have any and all intellectual property and other assets transferred to Buyer.

#### **SECTION 4. PAYMENT OF PURCHASE PRICE**

The price for the Assets shall be paid as follows:

4.1 At closing, Buyer shall cause to be delivered to Seller the sum of [REDACTED] Delivered as a cashiers check or wire transfer.

4.2 Immediately after closing Buyer shall assign to Seller the account receivable due from MediCor Latin America S.A. de C.V. in the amount of Sixty eight thousand one hundred and eighty dollars (\$68,180)

4.3 At closing Buyer shall execute an assignment and assumption agreement and any other documents reasonably requested by Seller for Buyer to assume the Assumed Liabilities including outstanding contracts.

#### **SECTION 5. OTHER AGREEMENTS DOCUMENTS AND NOTES**

5.1 Upon closing the Seller agrees not to acquire, operate or establish an operating company whose primary business function is the manufacture and distribution of scar management and post surgical care products for 2 years.

5.2 At or after the closing the Seller will cooperate with the Buyer if it elects to seek a tax release from Sales and Use Tax available from the NV Department of Taxation and/or a release from unpaid unemployment taxes from the State Unemployment Department; provided however, that such undertaking shall not require Seller to expend any money.

5.4 As additional consideration for the Assets, the Buyer agrees, commencing upon the closing and for so long thereafter as such services are required by Seller, to do the following: (a) to allow the Seller or its affiliates (collectively in this Section 5.4 "Seller") to set up the Seller's computer server at Buyer's facility, (b) to allow Seller to connect its server to the Buyer's internet connection at Buyer's cost, (c) to allow Seller to utilize the Great Plains software (release 9.0) being sold to Buyer hereunder, (d) to permit Seller to store files, boxes and records at Buyer's facility, and (e) to permit Seller use of Buyer's office space and equipment to run reports, make phone calls, and otherwise conduct business on behalf of the Seller. All of such services will be provided to Seller without any charge whatsoever to Seller by Buyer, whether for rent, license fees, utility charges or otherwise. Neither party makes any representation to the other with respect to Seller's right to sell the Great Plains software to Buyer or Buyer's right to permit Seller to continue to use such software, it being understood that both parties have been in contact with the licensor and have received assurances directly from such licensor. Buyer acknowledges that the services to be provided to Seller without charge hereunder were a material inducement for Seller to enter into this agreement, and that Seller shall have the right to have Buyer's obligations hereunder specifically enforced.

5.5 The Seller will provide the Buyer with a copy of the special minutes from the MediCor Ltd. board meeting approving this asset purchase agreement.

5.8 Upon closing the Seller and Buyer agree to execute a binding Bill of Sale, Assignment and Assumption Agreement and any other documents counsel deems necessary to finalize this transaction.



5.9 Upon closing, a separate agreement will be entered into with Martin Mitchell and Jeff Schleuning extending the termination clause of their stock option agreements with the Seller's parent corporation.

**SECTION 6 - INTENTIONALLY OMITTED**

**SECTION 7. SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to Buyer as follows:

7.1 **CORPORATE EXISTENCE.** Seller is now and on the date of closing will be a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware. Seller has all requisite corporate of power and authority to own, operate and/or lease the assets, as the case may be, and to carry own its business as now being conducted.

7.2 **AUTHORIZATION.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors and shareholders of Seller, and this Agreement constitutes a valid and binding agreement of Seller in accordance with its terms.

7.3 **TITLE TO ASSETS.** Except as described in the Agreement, Seller holds good and marketable title to the assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges or encumbrances.

7.4 **BROKERS AND FINDERS.** Seller has not employed any broker or finder in connection with the transaction contemplated by this Agreement or taken action that would give rise to valid claims against any party for a brokerage commission, finder's fee or other like payment.

## **SECTION 7A MUTUAL REPRESENTATIONS AND WARRANTIES.**

As the Buyer has been operating Seller's business for years, the parties make the following mutual representations to each other, to the best of their respective knowledge.

**7A.1 TRANSFER NOT SUBJECT THIRD PARTY APPROVAL.** The execution and delivery of this Agreement by Seller, and the consummation of the contemplated transactions, will not require the authorization, consent, or approval of any third party, including any governmental division or regulatory agency.

**7A.2 LABOR AGREEMENTS AND DISPUTES.** Seller is neither a party to, nor otherwise subject to any collective bargaining or other agreement governing the wages, hours, in terms of employment of Seller's employees. Neither party is aware of any labor dispute or labor trouble involving employees of Seller.

**7A.3 NONCANCELABLE CONTRACTS.** At the time of closing, there will be no material leases, employment contracts, contracts for services, or maintenance, or other similar contacts, existing or related to or connected with the operation of Seller's business not cancelable within thirty (30) days.

**7A.4 LITIGATION.** The parties have no knowledge of any claim, litigation, proceeding, or investigation pending or threatened against Seller that might result in any material adverse change in the business or condition of the assets being conveyed under this Agreement.

**7A.5 ACCURACY OF REPRESENTATIONS AND WARRANTIES.** None of the representations or warranties of the parties contain or will contain any untrue statements 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.

## **SECTION 8. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants as follows:

**8.1 CORPORATE EXISTENCE.** Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada. Buyer has all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

**8.2 AUTHORIZATION.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors and shareholders of Buyer, and this Agreement constitutes a valid and binding agreement of Buyer in accordance with its terms.

**8.3 BROKERS AND FINDERS.** Buyer 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, finders fee or other like payment.

## **SECTION 9. COVENANTS OF SELLER AND BUYER**

**9.1** As of or prior to the closing date, Seller will terminate all of its employees and Buyer shall hire all such employees on terms and conditions not less favorable to the employees than those currently in place, and assume all liabilities of Seller due to such employees, including but not limited to all wages, commissions, and accrued vacation pay earned up to the time of termination, including overtime pay.

**9.2 CONDITIONS AND BEST EFFORTS.** Seller and Buyer will use their best efforts to effectuate the transactions contemplated by this Agreement and to fulfill all the conditions of the obligations of each 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.

#### **SECTION 10 BUYER'S ACCEPTANCE**

Buyer represents and acknowledges that it has entered into this Agreement on the basis of its own examination, personal knowledge, and opinion the value of the business. Buyer is fully familiar with the business and has not relied on any representations made by Seller other than those specified in this Agreement. Buyer further acknowledges that Seller has made no agreement or promise to repair or improve any equipment, rolling stock or other personal property being sold to Buyer under this Agreement, and that Buyer takes all such property in the condition existing on the date of this Agreement, except as otherwise provided in this Agreement.

#### **SECTION 11. INDEMNIFICATION AND SURVIVAL**

**11.1 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 of warranty has been made in this Agreement shall be deemed to have waived any misrepresentation or breach of representation or warranty which such party had knowledge prior to closing. Any party learning of a misrepresentation or breach of representation or warranty under this Agreement shall immediately give notice thereof to all other parties to this Agreement. The representations and warranties in this Agreement shall terminate one (1) year from the closing date, and such representations or warranties shall thereafter be without force or effect, except any claim with respect to which notice has been given to the party to be charged prior to such expiration date.

## **11.2 SELLER'S INDEMNIFICATION.**

**11.2.1** Seller hereby agrees to indemnify and hold Buyer, its successors and assigns harmless from and against:

(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 Seller's business prior to the close of business on the day before the closing date, except for claims, liabilities and obligations of seller expressly assumed by Buyer under this agreement or paid by insurance maintained by Seller or Buyer.

(2) Any and all damage or deficiency resulting from any material misrepresentation or breach of warranty or covenant, or nonfulfillment of any agreement on the part of Seller under this agreement.

**11.2.2** Seller's indemnity obligations under 11.2.1 shall be subject to the following:

(1) If any claim is asserted against Buyer that would give rise to a claim by Buyer against Seller for indemnification under the provisions of this paragraph, the Buyer shall promptly give written notice to selling Shareholder concerning such claim as selling Shareholder shall, at no expense to Buyer defend the claim.

(2) Seller shall not be required to indemnify Buyer for any amount that exceeds \$500,000. Seller shall also not be required to indemnify Buyer for the first \$25,000 of claims that Buyer may have hereunder.

**11.3 BUYERS INDEMNIFICATION.** Buyer agrees to defend, indemnify and hold harmless Seller and its affiliates from and against:

**11.3.1** Any 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 Buyer's failure to perform obligations of Seller assumed by Buyer pursuant to this agreement.

**11.3.2** Any all damage or deficiency resulting from any material misrepresentation, breach of warranty or covenant, or nonfulfillment of any agreement on the part of Buyer under this agreement.

## **SECTIONS 12, 13 AND 14 - INTENTIONALLY OMITTED**

### **SECTION 15. CLOSING**

**15.1 TIME AND PLACE.** This agreement shall be closed at the offices of MediCor Ltd. on the 22nd day of February, 2007, simultaneously with execution and delivery of this agreement.

### **SECTION 16. RIGHTS AND OBLIGATIONS SUBSEQUENT TO CLOSING**

**16.1 BOOKS AND RECORDS.** Buyer will retain books of account and records of business for HPL Biomedical Inc. DBA Biodermis. Seller will retain the corporate books and records for HPL Biomedical Inc.

**16.2 SELLER'S RIGHT TO PAY.** In the event Buyer fails to make any payment of taxes, assessments, insurance premiums, or other charges that Buyer is required to pay to third parties under this Agreement, Seller shall have the right, but not the obligation, to pay the same. Buyer will reimburse Seller for any such payment immediately upon Seller's demand, together with interest at 12% per annum. Any such payment by Seller shall not constitute a waiver by Seller of any remedy available by reason of Buyer's default for failure to make the payments.

**SECTION 17. BULK SALES LAW.** As Buyer is assuming the Assumed Liabilities, Buyer waives compliance by Seller with the Bulk Transfer Act.

**SECTION 18. INTENTIONALLY OMITTED**

**SECTION 19. MISCELLANEOUS**

**19.1** The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

**19.2** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

**SELLER: HPL Biomedical Inc.  
6000 South Eastern Ave.  
Suite #9 D  
Las Vegas, NV 89119**

**BUYER: Martin Mitchell  
6000 South Eastern Ave.  
Suite #9 D  
Las Vegas, NV 89119**

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other parties as provided above.

**19.3** In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party or parties for all costs and expenses reasonably incurred by the nondefaulting party or parties in connection with the default, including without limitation attorney fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney fees at the trial level and on appeal.

**19.4** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver

constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**19.5** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Nevada.

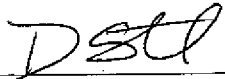
**19.6** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.



Witness the signatures of the parties to this Asset Purchase Agreement this 22nd day of  
February, 2007

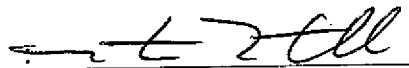
SELLER:

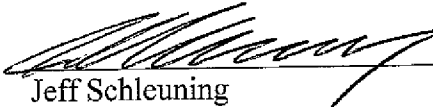
HPL BIOMEDICAL INC.

BY :   
Dennis Stogsdill  
Chief Restructuring Officer

BUYER:

NV BIOMEDICAL INC.

BY   
Martin Mitchell

BY   
Jeff Schleuning

## EXHIBIT A

### EQUIPMENT:

- 14 Telephone Hand Sets and 1 Telephone/Voice Mail System
- 12 Computers; monitors, keyboards, CPU's
- 1 Network server and router
- 15 Pieces of Laboratory equipment (ovens, scales, calibration equipment, etc.)
- 10 Printers
- 1 Copier
- 4 Fax Machines
- 6 White Boards 1with electronic copying capability

## EXHIBIT B

### FUNITURE AND FIXTURES:

- 11 Tables
- 49 Chairs
- 33 Cabinets
- 2 Television, VCR, DVD Player
- 13 Desk
- 26 Warehouse Racks
- 1 Refrigerator
- 10 Clean Room Racks
- 2 Boxes of clean room tools
- 13 Warehouse cabinets
- 3 Floor Dollies
- 4 Exhibit Booths and all graphics

## EXHIBIT C

### TRADEMARKS and REGISTRATIONS

- *BEAUTIFULLY HEALED SKIN*
- *BIODERMIS*
- *DERMASOF*
- *TOPIGEL*
- *EPI-DERM*
- *EPIFOAM*
- *EPITAB*
- *HYDROGOLD*
- *PRO-SIL*
- *SCARAID*
- *SILQUECLENZ*
- *THERAFOAM*
- *SOLUTIONS FOR SCARS OF EVERY SHAPE & SIZE*
- *XERAGEL*

### PATENTS

- *CRYOSIL*

### PATENT PENDING

- *PRO-SIL*

EXHIBIT D

DOMAIN LIST:

- BIODERMIS.COM
- BIODERMIS.NET
- EPI-DERM.COM
- EPIDERM.NET
- PROSIL.ORG
- PROSIL.COM
- SCARAID.COM
- XERAGEL.COM
- XERAGEL.NET
- XERAGEL.ORG