

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIFE WARMER, INC.		08/14/2018	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	NORTH AMERICAN RESCUE, LLC		
Street Address:	35 Tedwall Court		
City:	Greer		
State/Country:	SOUTH CAROLINA		
Postal Code:	29650		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87514791	LIFEWARMER	
Serial Number:	87514820	LW	
Serial Number:	87514837	QUANTUM	
CORRESPONDENCE DATA			
Fax Number:	8642337342		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8642711592		
Email:	USDOCKETING@DORITY-MANNING.COM, jackie@dority-manning.com		
Correspondent Name:	DORITY & MANNING, P.A.		
Address Line 1:	P.O. Box 1449		
Address Line 4:	Greenville, SOUTH CAROLINA 29602		
ATTORNEY DOCKET NUMBER:	NAR-214-M		
NAME OF SUBMITTER:	J. Crockett Hailey, III		
SIGNATURE:	/j. crockett hailey, iii/		
DATE SIGNED:	11/06/2018		
Total Attachments: 17			
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CONFIRMATION OF SECURITY INTEREST

This conformation is executed by Life Warmer, Inc., a Connecticut corporation with its principal place of business located at 840 F Avenue, Suite 104, Plano, TX 75074 (LW).

Context: LW entered into the Loan and Security Agreement on or about August 14, 2018 (**Loan Agreement**) with North American Rescue, LLC, a Delaware limited liability company with its principal place of business at 34 Tedwall Court, Greer, SC 29650 (**NAR**). In the Loan Agreement LW granted NAR a security interest in the Collateral, which includes among other things all "Intellectual Property and Marks."

Confirmation of Grant: LW confirms and acknowledges the grant of the security interest as set forth in paragraph 8 of the Loan Agreement and that the phrase "Intellectual Property and Marks" in the Loan Agreement contemplates any patents, know-how, designs, data, specifications or similar information, copyright, trademark, trade dress, or similarly protected designations currently existing or subsequently developed by LW and specifically includes the following:

US trademark serial numbers: 87514791
 87514820
 87514837

Patent application numbers: PCT/US 16/21795
 PCT/US 62/131,237
 PCT/US 15/557,006

This confirmation is deemed a part of and does not modify the Loan Agreement.

Life Warmer, Inc.

By: 

Richard Thomson, CEO

Date: 10.30.18

LOAN AND SECURITY AGREEMENT

This agreement is between Life Warner, Inc., a Connecticut corporation (LW), and North American Rescue, LLC, a Delaware limited liability company (NAR) and is made on the last date adjacent the signature line below.

Background: LW needs working capital to fulfil its obligations and to continue developing its medical fluid warmer products (**Products**). NAR is a distributor for LW, and NAR believes LW's Products will provide needed improvements in markets NAR serves.

NAR and LW agree as follows:

1. **Loans.** NAR will make one or more loans to LW for working capital according to the terms and conditions of this agreement. The maximum amount of loans to be made, exclusive of interest and penalties will be \$2,000,000. LW shall request the funds to be provided no earlier than as set forth in Schedule 1 attached. All loans will be made by NAR only upon LW's compliance with and satisfaction of all terms and conditions of this agreement, including performance milestones set forth in Schedule 1 and such loans are permitted under credit agreements to which NAR is subject, provided NAR will make reasonable requests from its lenders to obtain necessary consents to make the loans set forth herein. LW warrants that all loan amounts are for business use, and that it has the authority to enter into this agreement, and by doing so LW will not cause a breach of any agreement, order, or law.
2. **Interest Accrual and Payment.** Interest will accrue beginning on the date any loan is transferred to LW's account at the rate of the sum of seven plus the quotient of fifty divided by one hundred expressed as a percentage (7.50%) per annum, compounded annually, on the actual number of days elapsed. All interest shall be paid, in arrears, to NAR monthly due on the last day of each month and shall be past due if not received by NAR on or before the last day of the month.
3. **Principal Repayment.** LW shall repay the principal amounts of the loans quarterly with the first payment on June 30, 2019, and according to Schedule 2 attached and made a part of this agreement. If principal is repaid it cannot be reborrowed.
4. **Voluntary Prepayments.** LW shall have the right to make prepayments of a loan, in whole or in part, upon 3 business days' prior written notice to NAR. No prepayment of all or part of a loan shall be permitted unless same is made together with the payment of all interest accrued on the loan through the date of prepayment.
5. **Limited Offset.** If LW is not in default under this agreement, then NAR shall not offset any amounts it owes to LW attributable to the Distribution Agreement between NAR and LW signed on the same date as this agreement. If LW is in default, then during the period of such default NAR may offset payments due LW attributable the Distribution Agreement.
6. **Payment Matters.** All loan and payment amounts shall be in US Dollars. Further, loans and payments shall be by wire transfer or electronic data funds transfer protocols. NAR and LW will provide the other with the information necessary to complete such payments.
7. **Financial Information.** Attached as Schedule 4 is (i) a copy of LW financial statements for the year ending December 31, 2017 and through the month end preceding the date of this agreement; (ii) a schedule of accounts payable the month end preceding the date of this agreement, updated to the date of this agreement; (iii) a list of all property (tangible and intangible) owned or controlled by LW on the date of this agreement and its location; and (iv) a list and copies of all material written agreements and description of all material oral agreements. For so long as a loan remains outstanding, LW will provide NAR quarterly updates of the information described in (i)-(iv) above within 15 days of the end of each calendar quarter. LW warrants that all information provided is accurate and complete, and this warranty shall be renewed at the time any new information is provided. Failure to perform obligations of this

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LOAN AND SECURITY AGREEMENT

paragraph will be a default and a deemed delinquency in payment.

8. Security Interest. To secure the prompt performance in full when due, whether by lapse of time, acceleration, or otherwise, of the obligations of LW, grants to NAR, a continuing security interest in, and a right to set off against, any and all right, title and interest of such LW whether now owned or existing or owned, acquired, or arising hereafter (collectively, the **Collateral**): (a) all accounts; (b) all cash and currency; (c) all chattel paper; (d) all commercial tort claims; (e) all contracts together with all contract rights; (f) all deposit accounts; (g) all documents (other than title documents with respect to vehicles); (h) all equipment; (i) all fixtures; (j) all general intangibles; (k) all goods; (l) all instruments; (m) all Intellectual Property and Marks; (n) all inventory; (o) all investment property; (p) all letter-of-credit rights; (q) all pledged equity; (r) all supporting obligations; (s) all vehicles and title documents with respect to vehicles; (t) all leases of real and personal property; and (u) all accessions and all proceeds of any and all of the foregoing. So long as any loan amounts remain outstanding, LW will not transfer any Collateral without NAR's consent; however, LW may dispose of any Product in the ordinary course of business, without consent.

9. Power of Attorney. LW irrevocably appoints as attorney in fact of LW as limited by this paragraph. The power of attorney granted is coupled with an interest, and irrevocable so long as there are any amounts owed by LW to NAR attributable to this agreement. NAR's authority under this paragraph 9 is limited to execution and filing in any jurisdiction any financing statements and amendments or documents NAR reasonably deems necessary to perfect the security interests or liens granted in paragraph 8 above. For example, this includes filing UCC-1's and amendments, documents of title, control agreements necessary for portions of Collateral requiring possession or control. NAR will not take any action to withdraw or withhold any withdrawal rights from LW for LW accounts, unless a delinquency, as described in section 10 below, has occurred and is continuing.

10. Delinquency and Formalities. If any payment is past due, then NAR, in its sole discretion, may declare all unpaid loan amounts and accrued but unpaid interest immediately due and payable, and exercise all rights with respect to the Collateral provided by law. Past due payments will bear interest at the above-referenced interest rate plus 5%, per annum, compounded on the first day of each calendar month, until all past due amounts are fully paid. LW waives presentment for payment, protest, notice of protest, and notice of nonpayment. LW consents to notice being received at its address above, if made by any reasonable means. NAR may grant indulgences with respect to LW's obligations under this agreement, but only by a written document executed by the chief executive officer of NAR. If LW fails to make any payment when due, or perform any other obligation then NAR, or another holder of this agreement may initiate legal proceedings, without notice. LW shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by NAR in connection with the enforcement and collection of amounts due according to this agreement.

11. First Right of Negotiation. During any period that there exists an outstanding loan balance under this agreement, NAR shall have the right of first negotiation on the terms set forth in this paragraph 11, if LW elects to pursue a sale of capital stock in LW, or borrows money giving the creditors rights to purchase or convert loans to capital stock (excluding LW's convertible note offering in effect as of the date of this agreement) or sell, license or otherwise divest its rights in and to the Products or any of the LW IP related to the Products, to a person which is not an LW affiliate (a **Covered Transaction**).

11.1. Disclosure. Upon any decision by LW to pursue a Covered Transaction, LW will first give NAR written notice of the material facts and proposed terms of the Covered Transaction known at the time such notice is given (**Trigger**).

11.2. Negotiations. Within 30 days after the Trigger, NAR will notify LW in writing whether it is interested in participating in the Covered Transaction. If so, then NAR and LW will enter into a reasonable confidentiality agreement with respect thereto and will begin good faith negotiations on the terms thereof. During the negotiations, LW shall continue to provide NAR with any relevant

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LOAN AND SECURITY AGREEMENT

information that NAR reasonably requests, so long as LW has or can acquire the requested information without unreasonable effort or expense. If NAR notifies LW that it is not interested in pursuing the Covered Transaction or if, after having commenced negotiations, LW and NAR have not agreed upon terms within 90 days after the Trigger, and if throughout such period LW shall have negotiated and responded to information requests in good faith, then NAR's right of first negotiation with respect to such Covered Transaction shall be suspended and LW shall be free, for up to one (1) year thereafter, to reach agreement with any person with respect to such Covered Transaction on terms that are not materially less favorable in the aggregate to LW than those offered by NAR during such good faith negotiation.

12. Assignment. This agreement may be assigned by LW or NAR to its affiliates. For purposes of this agreement, **affiliate** means a legal entity that controls, is under common control with, or is controlled by another person (legal or natural), whether through one or more intermediaries; **control** means the possession of the power to direct or cause the direction of management and policies of a person, whether by ownership, contract, or otherwise, and with respect to NAR includes its secured creditors.

13. General Provisions. The following sets forth general matters related to this agreement: (a) the rights and obligations will inure to the benefit of and be binding upon the parties and their successors and assigns; (b) it is the entire agreement between the parties, and any subsequent agreements between the parties altering the provisions, must in writing and signed by both parties; (c) it will be interpreted with reference to the laws of Delaware; (d) with regard to all dates and time periods set forth or referred to, time is of the essence; (e) it may be executed in one or more counterparts, each of which will be treated as be an original and all of which, when taken together, will be deemed to constitute one agreement; (f) facsimile or email transmission and delivery is deemed to constitute delivery; (g) each party has had the opportunity to receive independent legal advice regarding the advisability of signing this agreement and the meaning of its provisions, so there shall be no presumptions in favor of the non-drafting party; (h) each party shall at the reasonable request of the other furnish, execute, and deliver such documents and instruments as the requesting party may reasonably deem necessary to carry out the transactions contemplated; (i) the word *include* or any derivative is not a term of limitation and a derivative of a defined term is to be interpreted in the context of the defined term and (j) notice must be comprehensible and may be communicated by email, mail, private carrier, or so long as delivery can be confirmed by reasonable evidence; it is effective at the earliest of the following: (i) when delivery is made or attempted, if transmitted prepaid and correctly addressed to the recipient's address shown; (ii) when received; (iii) 3 days after its deposit in the United States mail, as evidenced by the postmark.

Life Warmer, Inc.

By: 

Richard Thomson, CEO

Date: 8-14-18

Life Warmer, Inc.

840 F Avenue, Suite 104

Plano, TX 75074

rick.thomson@lifewarmer.com

North American Rescue, LLC

By: 

Curtis Stodghill, VP/General Counsel

Date: 8/14/2018

North American Rescue, LLC

35 Tedwall Court

Greer, SC 29650

cstodghill@narescue.com

Schedule I

LOAN AND SECURITY AGREEMENT

See attached

Schedule 2

Schedule of Principal Repayment

June 30, 2019	\$100,000
September 30, 2019	\$200,000
December 31, 2019	\$200,000
March 31, 2020	\$250,000
June 30, 2020	\$250,000
September 30, 2020	\$300,000
December 31, 2020	\$300,000
March 31, 2021	All remaining amounts outstanding, principal, interest, or other

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SCHEDULE 1
Loan and Security Agreement

	Vendor/ Supplier	Tranches				Explanations
		Aug-18	Sep-18	Oct-18	TBD	
Production Tooling and Equipment	GH	\$ 106,000				
- manufacturing production and testing	ITech	\$ 68,000				
	Phase 2	\$ 47,000				
Garrett Heilbrun Non-recurring Engineering Costs & Equipment for commercial production PCU and TIS and TTSB/ITech test fixture	GH	\$ 95,000	\$ 95,000	\$ 75,000		
Civilian Air Worthiness	ITech	\$ 10,000				
CE Mark	Metlabs	\$ 25,000				Civilian air worthiness
Parts - assemblies / quantity requirements / lead time issues	BSI					\$ 40,000 CE Mark
- PCU, RBP, SAC	Fischer	\$ 41,000				long lead and volume purchases
Miscellaneous vendors and suppliers coordinated through ITech & GH	Kokem	\$ 65,000				long lead and volume purchases
Tubing Parts	Misc		\$ 50,000	\$ 50,000		long lead and volume purchases
Tubing assembly	Misc	\$ 200,000	\$ 200,000	\$ 100,000		10,000 tubing build parts
Operational costs	GH				\$ 200,000	4,000 tubing assemblies
	Life Warmer	\$ 89,000	\$ 89,000	\$ 89,000	\$ 89,000	Operational costs
Loan Amounts		\$ 746,000	\$ 434,000	\$ 314,000	\$ 506,000	\$ 2,000,000

- Submission of FDA application for US sales X
- Submission for CE Mark X
- Order raw materials and parts for completion of 500 units 2018 X
- Delivery of product to NAR for sales in US X
- Delivery of product for sales to EU TBD

As evidenced by copies of the Life Warmer General Ledger.
Additional backup documentation available upon request.

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LOAN AND SECURITY AGREEMENT

Schedule 3

Life Warner, Inc. Financial and Operating Information

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Life Warmer, Inc.

Financial Statements

For the Year Ending - December 31, 2017

Restricted for Internal Use or Informed Parties Only

Life Warmer, Inc.
Balance Sheet
As of December 31, 2017

	Total
ASSETS	
Current Assets	
Cash	233,010.12
Inventory - raw materials/parts	44,612.10
Prepaid Expenses	28,195.83
Total Current Assets	\$ 305,818.05
Fixed Assets	
Total Furniture & Fixtures	4,898.63
Total Machinery & Equipment	201,345.65
Total Fixed Assets	\$ 206,244.28
Other Assets	1,500.00
TOTAL ASSETS	\$ 514,062.33
LIABILITIES AND EQUITY	
Current Liabilities	
Accounts Payable	714,183.98
Credit Cards	21.95
Loans from Shareholders	129,054.21
Total Payroll Liabilities	9,281.64
Total Current Liabilities	\$ 852,541.78
Total Liabilities	\$ 852,541.78
Equity	
Common Stock	1,000.00
Additional Paid-in Capital	3,569.00
Retained Earnings	(74,556.37)
Net Income	(268,491.88)
Total Equity	\$ (338,479.45)
TOTAL LIABILITIES AND EQUITY	\$ 514,062.33

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Life Warmer, Inc.
Profit and Loss
January - December 2017

	<u>Total</u>
Income:	
WAWF Reimbursements	2,081,882.00
Total Income	<u>\$ 2,081,882.00</u>
Expenses	
Development Expenses	2,262,132.54
Administrative Expenses	88,184.25
Total Expenses	<u>2,350,258.79</u>
Net Operating Income	<u>(268,434.79)</u>
Net Other Expense	(57.08)
Net Income	<u>\$ (268,491.88)</u>

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Life Warmer, Inc.

Financial Statements

For the 6 Months Ending - June 30, 2018

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Life Warmer, Inc.
Balance Sheet
As of June 30, 2018

	Total
ASSETS	
Current Assets	
Cash	14,837.93
Inventory - raw materials/parts	44,612.10
Prepaid Expenses	26,195.83
Total Current Assets	\$ 87,645.86
Fixed Assets	
Total Furniture & Fixtures	4,898.63
Total Machinery & Equipment	209,845.65
Total Fixed Assets	\$ 214,744.28
Other Assets	1,500.00
TOTAL ASSETS	\$ 303,890.14
LIABILITIES AND EQUITY	
Current Liabilities	
Accounts Payable	522,547.43
Credit Cards	4,726.79
Loans from Shareholders	109,997.79
Payroll Liabilities	1,558.97
Total Current Liabilities	\$ 638,830.98
Convertible Notes	775,000.00
Total Liabilities	\$ 1,413,830.98
Equity	
Common Stock	1,000.00
Additional Paid-in Capital	3,569.00
Retained Earnings	(343,048.45)
Net Income	(771,451.39)
Total Equity	\$ (1,109,940.84)
TOTAL LIABILITIES AND EQUITY	\$ 303,890.14

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Life Warner, Inc.
Profit and Loss
January - June, 2018

	<u>Total</u>
Income	
Total Income	-
Expenses	
Development Expenses	694,487.03
Administrative Expenses	76,239.26
Total Expenses	<u>770,726.29</u>
Net Operating Income	<u>(770,726.29)</u>
Net Other Expenses	(735.13)
Net Income	<u><u>(771,461.39)</u></u>

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Life Warmer, Inc.
Vendor Balance Summary
As of June 30, 2018

	<u>Total</u>
Aava	65,426.25
Ancor	1,750.00
COSMED of PA	40,000.00
Dawn Coyne	935.00
DDL, Inc.	27,614.00
Dunlap Coddling PC	2,839.91
Fisher Connectors, Inc.	26,600.38
Garrett Heilbrun	62,631.69
ips	2,266.92
ITech	121,677.18
IUVO Bioscience	2,560.00
Met Laboratories, Inc	42,900.00
Mongan Law, PC	1,237.37
National Technical Systems	1,400.00
New England Tubing	-841.70
Phase 2 Medical	47,694.23
PP Bank Test Co.	-0.01
Resonetics	6,626.72
Toxikon Corporation	46,459.00
Vital Med Inc.	2,770.49
TOTAL	<u>\$ 522,547.43</u>

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Life Warmer, Inc.

Schedule of PP&E as of June 30, 2018

Schedule of Machinery & Equipment

Tooling & Fixtures	599.18
Tooling & Fixtures-GHTP (PCU)	115,333.14
Tooling & Fixtures-iTech (RBP and SAC)	75,458.16
Tooling & Fixtures-Phase 2 (Tubaset Assembly)	<u>19,054.35</u>
	210,444.83
Accumulated Depreciation	<u>(599.18)</u>
Total Machinery & Equipment	<u><u>209,845.65</u></u>

Schedule of Furniture & Fixtures

Office Furniture	6,397.65
Accumulated Depreciation	<u>(1,499.02)</u>
Total Furniture & Fixtures	<u><u>4,898.63</u></u>
Total Net PP&E	<u><u>214,744.28</u></u>

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**Life Warmer
Quantum
Manufacturing Plan
July 2018**

Battery & Charger

Life Warmer worked with iTech (<https://www.itech.com/>) in the development of the rechargeable battery as well as the smart charger for the Quantum. iTech has the capabilities for prototyping as well as large scale manufacturing. All of the development work done was in preparation for sustained manufacturing with iTech. iTech has most of the equipment already in place to build batteries and chargers on an ongoing basis. They have all of the suppliers aligned as well as the personnel trained in the manufacture and assembly of the batteries and chargers.

All work done to date was by way of ongoing development invoices with iTech. Moving forward, iTech has been working on blanket quantity purchase agreements with suppliers in order to reduce costs and has been vetting lead times with the suppliers of parts for the batteries and chargers. iTech has already been coordinating with alternative suppliers and sub-assemblers to reduce costs. Life Warmer has agreed to initially acquire some of the long-lead time parts in order to assure timely manufacturing and delivery in conjunction with iTech. Life Warmer will establish a blanket purchase agreement with iTech for monthly deliveries. This will allow iTech to provide improved pricing for higher quantity acquisition and a more consistent manufacturing schedule. iTech will bill Life Warmer with the monthly shipments.

Controller

Life Warmer worked with Garrett Heilbrun (<http://garretheilbrun.com/>) on the development of the controller. Like iTech outlined above, GH has the capabilities for prototyping as well as large scale manufacturing. All of the development work done was in preparation for sustained manufacturing with GH. GH has much of the equipment already in place to build the controllers on an ongoing basis. They have all of the suppliers aligned as well as the personnel trained in the manufacture and assembly of the controllers. They have long-term relationships offshore to assist in reducing costs on molded parts and sub-assemblies as the program grows.

All work done to date was by way of ongoing development invoices with GH. Moving forward, GH will be working on blanket quantity purchase agreements with suppliers in order to further reduce costs. Life Warmer has agreed to initially acquire some of the long-lead time parts in order to assure timely manufacturing and delivery in conjunction with GH. Life Warmer will establish a blanket purchase agreement with GH for monthly deliveries. This will allow GH to provide improved pricing for higher quantity acquisition and a more consistent manufacturing schedule. GH will bill Life Warmer with the monthly shipments.

Thermal Tubing Sets

Life Warmer worked with Garrett Heilbrun (<http://garretheilbrun.com/>) on the development of the thermal tubing sets. GH has the capabilities for prototyping as well as sustained manufacturing. All of the development work done was in preparation for sustained manufacturing with another contract manufacturer/assembler. That contract manufacturer was unable to support the program with quality output. Since GH had already built hundreds of thermal tubing sets through multiple testing cycles, the decision was made to advance with GH for the larger scale manufacturing of the thermal tubing sets.

In preparation, GH has already had additional personnel trained in the assembly steps and had them certified for soldering, a key missing element with many contract manufacturers; and critical to the manufacture of the thermal tubing sets. There is extensive fixturing, tooling, engineering, and logistics system work which will occur over a three-month period in preparation for larger scale manufacturing.

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These same steps would need to occur regardless of the contract manufacturer selected. Some equipment is already in place to build the thermal tubing sets.

In order to better control costs with the initial manufacture of the thermal tubing sets Life Warmer will be acquiring all parts directly and supplying them to GH for the assembly. Many suppliers are aligned. Negotiations will begin soon in order to establish quantity blanket purchase agreements where applicable and straight quantity purchases where applicable. Some offshore supplier resources are being reviewed for parts and subassemblies to further reduce costs.

As previously outlined, all work done to date with GH was by way of ongoing development invoices. Life Warmer will establish a blanket purchase agreement with GH for monthly deliveries. This will allow GH to provide improved pricing with a more consistent manufacturing schedule. GH will bill Life Warmer with the monthly shipments.

Recap:

All manufacturing will reside with the original development partners who know the technologies the best. They have the most extensive experience to date in manufacture and assembly of the Quantum components. They have the skills and capacity for greatly increased production. They have an understanding that in order to maintain the manufacturing on-shore, we will have to work jointly to reduce costs, through improved manufacturing methodologies and bill-of-material management. All manufacturing, or final assembly will be contained within two facilities. This further assists in controlling costs on all counts; accounting; quality systems and reviews; shipping; travel; etc.

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