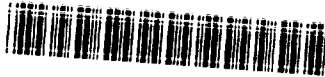


10-16-1998



100851584

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NLY

Docket No.:

12643-1

Tab settings

10898

To the Honorable Commissioner of Patents and Trademarks and the attached original documents or copy thereof.

1. Name of conveying party(ies):
Natus L.L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other **Limited Liability Company**

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **Shaperite Concepts, Ltd.**

Internal Address: _____

Street Address: **9850 South 300 West**

City: **Sandy** State: **UT** ZIP: **84070**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Nevada**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **July 31, 1997**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)
75/213,262

Additional numbers Yes No

B. Trademark Registration No.(s)

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

Name: **Michael D. McCully, Esq.**

Internal Address: _____

Street Address: **Prince, Yeates & Geldzahler**

175 East 400 South, Ste. #900

City: **Salt Lake City** State: **UT** ZIP: **84111**

6. Total number of applications and registrations involved:..... **1**

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16-2473

10/14/1998 DNGUYEN 00000082 75213262
01 FC:481 40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael D. McCully *Michael D. McCully* **October 2, 1998**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 1799 FRAME: 0476

BILL OF SALE AND ASSIGNMENT

FOR AND IN CONSIDERATION OF the payment of TWO HUNDRED FIFTY THREE THOUSAND AND No/100 Dollars (\$253,000.00) in accordance with the *Memorandum of Understanding*, dated July 17, 1997 (the "**Memorandum**"), between NATUS, L.L.C., an Arizona limited liability company ("**Seller**"), and SHAPERITE CONCEPTS LTD., a Nevada corporation ("**Purchaser**"), and in order to consummate the transactions contemplated by the Memorandum, Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Purchaser all Seller's right, title and interest in and to the assets and tangible and intangible personal property of Seller as described on **Exhibit A** attached hereto (the "**Property**");

TO HAVE AND TO HOLD the Property, together with all rights and appurtenances thereto belonging, to Purchaser, its successors and assigns.

Seller hereby acknowledges the foregoing sale and assignment is subject to all representations and warranties of Seller contained in the Memorandum. Except as so provided in the Memorandum, the Property is sold "AS IS, WHERE IS." Seller for itself, its successors and assigns hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Purchaser, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Purchaser in order to assign, transfer, set over, convey, assure and confirm unto and vest in Purchaser, its successors and assigns, title to the Property sold, conveyed, transferred and delivered by this Bill of Sale and Assignment.

Seller hereby constitutes and appoints Purchaser, its successors and assigns, Seller's true and lawful attorney, with full power of substitution, in Seller's name and stead, but on behalf of and for the benefit of Purchaser, its successors and assigns, to demand and receive any and all of the Property and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Seller's name, or otherwise, at the expense and for the benefit of Purchaser, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Purchaser, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Property or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and delivered, and to do all acts and things in relation to the Property which Purchaser, its successors or assigns, shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller in any manner or for any reason whatsoever.


This Bill of Sale and Assignment is being executed and delivered by Seller as of the date set forth below pursuant to the terms of the Memorandum.

Executed as of this 31st day of July, 1997

NATUS, L.L.C., an Arizona limited liability company

By: Its Manager

NATUS MANAGEMENT, INC., an Arizona corporation

By: 
Name: ALAN MISHKIN

Title: President

"SELLER"

EXHIBIT A

All of Seller's right, title and interest in and to the following property (collectively, the "Property"):

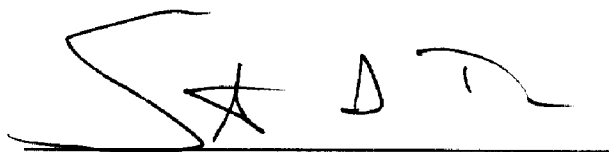
1. All inventory, raw materials and work in progress of any kind or nature whatsoever and wherever located;
2. All furniture, fixtures, trade fixtures, equipment, machinery, supplies, tools, computers and computer hardware, other goods, and all other appurtenances and other items of tangible personal property of Seller;
3. All computer software and programs installed on any computer acquired by Purchaser hereunder or otherwise owned by or licensed to Seller;
4. Customer and supplier lists and promotional materials and literature;
5. All books, records, lists, files, invoices, operating manuals, catalogs, technical information sheets and other documents relating to the Property and all supplier lists and information relating to the business of Seller;
6. All general intangibles at any time relating to Seller, the Property or its assets, including, without limitation, any warranty or similar claims against any manufacturer or seller relating to any of the Property, all contract rights of Seller, all supply, maintenance and other agreements relating to the Property and any and all documents, records, instruments and files relating to such agreements, and any and all licenses or permits relating to the Property;
7. The name "Natus";
8. That certain Distribution Agreement dated March, 1996, by and among LecTec Corporation, a Minnesota corporation, Natus Corporation, a Minnesota corporation and Seller, as such agreement has been or may be modified, amended, supplemented, restated or assigned from time to time; and
9. Any and all other assets, tangible or intangible, in which Seller has any right, title or interest.

But excluding the following:

1. Any obligations or liabilities of Seller, whether fixed or contingent, known or unknown, matured or unmatured, executory or non-executory, liquidated or unliquidated with regard to Seller, its business, or the Property, or arising under any claim, cause of action, chose in action, right of recovery or right of set-off of any kind against Seller or its assets, and without limitation any liens, security interests, contracts, agreements, pledges or other rights to payment or to enforce payment in connection with the Property or other assets of Seller;
2. Any cash, accounts receivable or deposits of Seller; and
3. Seller's corporate records not related to the Property, including general accounting records, operating agreement, member records, minute book and similar documents.

CERTIFICATE OF AUTHENTICITY OF COPY

I hereby certify that the attached BILL OF SALE AND ASSIGNMENT executed July 31, 1997 by Natus L.L.C. is a true and correct copy of the original BILL OF SALE AND ASSIGNMENT, now in the possession of Purchaser, Shaperite Concepts, Ltd.

A handwritten signature in black ink, appearing to read "S D T", is written above a horizontal line.

Steven D. Tew
Chief Financial Officer
Shaperite Concepts, Ltd.

Date: June 9, 1998